

General Contractual and Transport Conditions for Rail Freight Transport of EP Cargo a.s. (GCTC)

(revised version 08/2026)

Article I

Scope of Application

- 1.1. The GCTC govern the relationships between customers and EP Cargo a.s. (EPC) in respect of transport services provided by EPC, as well as freight forwarding, organizational, logistics, handling and other services directly or indirectly related to transport, which EPC provides to the customer in its own name or through third parties.
- 1.2. EPC acts as a railway undertaking in the Czech Republic and, where applicable, also as a contractual carrier, successive carrier, freight forwarder or other person arranging transport or related performance in other countries in which it is authorized to carry out such activities directly or through contractual partners.
- 1.3. Domestic consignments carried by EPC shall be governed by the laws of the country in which the consignment is carried, even if, during transport, the consignment exits into and re-enters from a neighboring country, unless otherwise provided by a mandatory legal provision, international treaty, transport agreement or these GCTC.
- 1.4. The GCTC shall also apply to international consignments carried by EPC and a partner authorized by EPC in international freight transport, to the extent that their application is not excluded by mandatory provisions of the relevant international legal regulations or binding rules governing the applicable transport regime.
- 1.5. Such consignments shall be governed exclusively by the international regulations currently in force. Liability shall be based in particular on the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail - CIM (Appendix B to the COTIF Convention), or, where applicable, on the SMGS legal regime or another applicable international transport regime where required by the nature of the transport, the transport document used or the transport route. In such cases, these GCTC shall apply as supplementary contractual provisions to the maximum extent permitted by the applicable binding legal regulations. The generally applicable laws of the Czech Republic shall apply on a subsidiary basis, in particular where the relevant transport regime does not expressly regulate a matter or leaves its regulation to the contractual discretion of the parties.
- 1.6. In addition to the GCTC, COTIF and CIM, the following regulations shall apply in their versions currently in force:
 - a) Delivery terms (Incoterms);
 - b) UIC Loading Guidelines;
 - c) Regulations concerning the International Carriage of Dangerous Goods by Rail - RID;
 - d) General Contract of Use for Wagons VSP/AVV;
 - e) customs regulations;
 - f) other regulations agreed on the basis of the concluded transport agreement;
 - g) all technical, operational, safety, customs, sanctions, export-control and other public-law regulations compliance with which is necessary for the proper and legally permissible performance of the transport or related service.
- 1.7. For each individual transport, the version of the GCTC in force at the time the contract of carriage is concluded shall apply; a reference to the GCTC made in a quotation, order confirmation, transport order, freight forwarding order, framework agreement, individual order, price list, electronic communication or by publication on the EPC website shall be deemed sufficient agreement on their application.
- 1.8. For the purposes hereof, a Transport Agreement means: a Transport Order, Freight Forwarding Order, Freight Forwarding Agreement, One-off Order, framework agreement, partial order, accepted EPC quotation or any other written or electronic arrangement from which the parties' intention to arrange a specific transport or related performance may be inferred.

- 1.9. In the event of any conflict between the individual contractual and legal documents, the following order of precedence shall apply:
- a) mandatory provisions of applicable law and mandatory international conventions;
 - b) CIM/COTIF, RID, CUV and, where applicable to the relevant relationship, SMGS;
 - c) AVV/GCU or other comparable multilateral contractual regimes, where applicable to the relevant relationship;
 - d) the individual freight forwarding order, transport order or other individual order relating to the specific transport;
 - e) the framework agreement;
 - f) the General Contractual and Transport Conditions of EP Cargo a.s.;
 - g) non-mandatory provisions of the applicable law.

Article II

Transport Agreement and Contract of Transport

- 2.1. The basis for the services provided by EPC and its authorized partners is a Transport Agreement concluded with the customer in writing and signed by all participating parties. This agreement contains the basic service data required for the conclusion of a Transport Agreement. If no Transport Agreement exists between the two parties, a transport order confirmed by EPC shall be binding on both parties. The Transport Agreement confirms the transport of a consignment between specified railway stations under predetermined conditions; EPC may also accept an order by conduct, in particular by taking over the consignment, placing wagons at disposal, reserving capacity, issuing a transport document, commencing organizational activities aimed at performing the transport or by any other conduct from which acceptance of the order may be inferred.
- 2.2. The Transport Agreement is concluded when the customer has sent a transport order to EPC in the manner specified in the Transport Agreement, EPC confirms it and the consignment is handed over at the agreed place of acceptance, unless otherwise stipulated in the Transport Agreement; EPC shall not be obliged to accept an order and may refuse to accept it in whole or in part without giving reasons, in particular for capacity, operational, safety, legal or economic reasons or due to the unsuitability of the consignment, transport route or proposed transport schedule.
- 2.3. The Transport Agreement terminates upon delivery of the consignment to the consignee at the agreed handover point and its acceptance by the consignee or a third party, unless otherwise specified in the agreement. If the consignee does not accept the goods immediately and without undue delay, the customer shall send EPC instructions on how to proceed. EPC shall invoice the customer for all additional costs arising from refusal to accept the consignment, including the costs of stabling the train or wagons, storage, guarding, provision of replacement capacity, repeated handling, waiting time of the traction vehicle and staff, infrastructure usage charges, third-party costs and any other reasonably incurred costs. If the customer fails to provide instructions without undue delay, EPC shall be entitled to take such measures as it itself considers appropriate, necessary or economical, and the customer shall reimburse EPC for all costs and loss thereby incurred.
- 2.4. The Transport Agreement may be amended by subsequent instructions in accordance with the applicable legal and transport regulations. A fee shall be charged for an amendment to the Transport Agreement. Instructions to amend the Transport Agreement must be provided to EPC in writing or electronically; EPC shall not be obliged to accept or carry out such instructions, in particular where their implementation would be impossible, uneconomical, technically unsuitable, contrary to legal regulations, binding operating rules or safety requirements, or could result in damage or increased risk to EPC or third parties. All costs, fees, additional costs and loss arising as a result of an amended instruction shall be borne by the customer.
- 2.5. EPC reserves the right to subcontract the transport to a subcontractor, authorized partner, successive carrier, contractual carrier, logistics-chain manager or other third party. The customer expressly agrees to this procedure. EPC shall be liable for the activities of such persons only to the extent that it is liable for them under mandatory legal provisions; in all other cases, EPC's liability towards the customer shall be limited at most to the extent of liability that such third party would bear towards EPC or directly towards the customer.
- 2.6. EPC shall be entitled, in justified cases, to change the transport route, border crossing, method of performing the transport, sequence of individual operational activities, type of vehicle used,

contractual partner or another organizational element of the transport where required by the operational situation, operational safety, capacity restrictions, line closure, a decision of the infrastructure manager, legal requirements, the technical condition of vehicles or another comparable circumstance. Such a change shall not constitute a breach of contract by EPC and shall not in itself give rise to any claim by the customer for damages, a price reduction or any other performance.

Article III

Transport Order

- 3.1. The transport order and its form shall be defined in the Transport Agreement. The order must contain all information necessary to ensure performance of the transport in accordance with the applicable regulations and must be sent to EPC completely, correctly, truthfully, in due time and in a manner enabling its proper processing. The customer is responsible for ensuring that the order, transport documents, consignment note, customs documents, safety data sheets, RID documentation, loading data, weight, type of goods, packaging, origin, export or import regime and all other information provided to EPC correspond to the facts and comply with legal regulations and the requirements of the relevant authorities and infrastructure managers.
 - 3.2. EPC shall confirm the transport order if it decides to accept it; confirmation may be made in writing, electronically or by another demonstrable means. EPC shall be entitled to confirm the order subject to reservations, additions, conditions, time limitations or changes to certain transport parameters, and such confirmation shall be deemed a new offer, which the customer accepts by allowing the transport to be carried out on its basis or by failing to notify EPC of its express disagreement without undue delay.
 - 3.3. EPC shall have no obligation to verify the correctness of the declared consignment, its characteristics, information on weight, nature, packaging, number of pieces, type of goods, NHM/HS codes, dangerous characteristics, RID regime, loading conditions or other data provided by the customer. EPC shall be entitled to rely on such data without further verification and shall not be liable for the consequences of such data being incorrect, incomplete, inaccurate or provided late.
 - 3.4. EPC reserves the right to refuse transport for capacity, operational, technical, safety, economic or legal reasons, and also where the consignment is not suitable for safe transport, the conditions of legal regulations are not met or the customer's instruction cannot reasonably be performed. EPC shall also be entitled to refuse transport if it has reasonable doubts concerning the customer's creditworthiness or whether all prices and costs associated with the transport will be paid.
 - 3.5. EPC reserves the right to refuse transport where the route calculated for the transport will not be passable due to line closures, natural disasters or other external influences, or where its use will be materially restricted, delayed or economically burdened. EPC shall not be liable for impossibility, delay or restriction of the transport caused by line closures, infrastructure congestion, a decision of the infrastructure manager, operational irregularities, force majeure, strike, civil unrest, intervention by public authorities, customs obstacles, sanctions measures, cyberattack, failure of communication systems or any other circumstance beyond EPC's reasonable control.
 - 3.6. The customer shall be liable to EPC for all loss, damage, additional costs, sanctions, fines, fees and other claims incurred by EPC or asserted against it as a result of incorrect, incomplete, untrue or late information provided by the customer, consignor, consignee or a third party acting on their behalf. This obligation shall also apply to loss incurred in relation to third parties, in particular infrastructure managers, customs authorities, wagon keepers, other carriers, insurers and public authorities.
 - 3.7. The customer represents that it is not a person subject to international sanctions, does not act on behalf of such a person and that the consignment is not intended for a person or state subject to international sanctions or embargo.
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Article IV

Railway Wagons and Loading Units; Loading and Unloading of the Consignment

- 4.1. The method of ordering railway wagons or loading units shall be defined in the Transport/Forwarding Agreement; placement, turnaround, use, detention, return, technical acceptance and other conditions governing the use of wagons or loading units shall be governed, in addition to the Transport Agreement, by these GCTC and, where applicable, by AVV, GCU and other applicable regulations.
- 4.2. Where the Transport Agreement provides for the supply of EPC wagons or loading units, free time for loading shall commence when the wagons or loading units are placed at disposal for loading, even if loading is not taking place, unless the agreement expressly specifies another point in time. Any delay attributable to the customer, consignor, loader, consignee or another person designated by the customer shall be borne exclusively by the customer.
- 4.3. Before loading begins, the customer shall inspect the condition of the wagons and loading units, their suitability for the relevant consignment and the presence of visible defects. If any non-compliance is identified, the customer shall notify EPC without delay; otherwise, the wagon or loading unit shall be deemed to have been accepted as fit, clean, suitable and free of defects detectable by ordinary inspection. Any subsequent objections by the customer, consignor or loader concerning these matters shall have no legal effect against EPC unless the customer proves that the defect could not have been detected even with due professional care.
- 4.4. The customer is responsible for verifying that railway wagons and loading units are completely unloaded and cleaned in accordance with the applicable regulations and that all detachable components are present on the wagon. Railway wagons and loading units must be returned without undue delay to the agreed place. In the event of non-compliance, EPC shall invoice the customer for all costs arising therefrom, including cleaning, decontamination, extraordinary handling, repairs, assessment of the extent of damage, administrative activities, compensation to the wagon keeper, costs incurred under AVV or another applicable regime and third-party costs.
- 4.5. Completion of loading and unloading must be notified to EPC by the consignee without undue delay, in the manner agreed in the Transport Agreement or by another demonstrable means. If the customer, consignor, consignee or a person designated by them fails to notify completion of loading or unloading in due time, the stay of the wagon or loading unit shall be deemed to continue until the time when EPC could, by exercising ordinary care, determine that loading or unloading had been completed.
- 4.6. The consignor shall be responsible for the placement of the consignment on railway wagons and in loading units until completion of the transport, irrespective of whether EPC carried out a visual inspection of the loading, provided technical advice, arranged the wagon or was present during loading. The consignor and the customer shall be responsible in particular for proper weight distribution, compliance with loading gauges, securing and fastening the load, protection against shifting, leakage, damage, contamination or danger to operations, and compliance of the loading with UIC, RID, AVV, the wagon keeper's instructions and all other applicable rules.
- 4.7. Where railway wagons or loading units for the relevant transport are supplied by the customer or by a third party designated by the customer, the customer shall be invoiced for all additional costs that may arise in connection with the repair or withdrawal from service of a wagon due to a technical defect or damage not caused by EPC, as well as all costs arising because a wagon or loading unit is not fit for operation, is not approved for the relevant transport, does not correspond to the declared parameters or its use results in increased risk or operational restrictions.
- 4.8. EPC shall not be responsible for loading or unloading the consignment unless otherwise agreed in the Transport Agreement, nor shall it be liable for damage caused by defective or unsuitable packaging, the method of loading, placement of the consignment, its natural characteristics, hidden defects or insufficient instructions from the customer. EPC shall not be liable for loading even if its employee or representative provided a recommendation or comment or carried out only a partial inspection, unless it has been expressly agreed in writing that EPC assumes responsibility for the actual performance of loading or unloading.
- 4.9. If the loading or unloading time is exceeded, the customer shall be charged demurrage as agreed in the Transport Agreement; if no demurrage has been agreed, EPC shall be entitled to charge customary demurrage or all actually incurred costs and additional costs, including

- waiting time of the traction vehicle, locomotive crew and shunting crew, delay to wagon circulation, infrastructure charges and third-party costs.
- 4.10. If the consignee, consignor or third party designated by the customer is unable to accept the consignment directly and without undue delay, the customer shall be charged the associated costs incurred, and the customer shall at the same time be liable for all loss caused by the fact that handover or acceptance of the consignment could not take place properly and in due time.
 - 4.11. If the loading or unloading area becomes contaminated during loading or unloading, it must be cleaned immediately after completion of loading or unloading by the party carrying out the loading or unloading. The customer shall be responsible for this. Leaving cargo residues in the track area or on the loading (unloading) area is prohibited. If cleaning is arranged by EPC or a third party, the costs thereby incurred shall be invoiced (re-invoiced) to the customer, including any sanctions, damages, infrastructure-manager charges, environmental costs, costs related to an extraordinary event, decontamination or intervention by public authorities.
 - 4.12. The customer is responsible for ensuring that the consignor or loader properly packages the consignment against partial or total destruction during loading, the transport itself and unloading, and that the packaging, marking, fastening and protection of the consignment correspond to the nature of the goods, the mode of transport, climatic conditions, operational effects and all risks that can reasonably be foreseen. The customer shall also be liable for hidden defects in packaging and loading.
 - 4.13. EPC reserves the right to inspect damage to the consignment or wagon at any time during loading, transport or unloading, without thereby assuming responsibility for the condition of the consignment, wagon, loading or unloading. The detection or non-detection of a defect during such inspection shall not establish EPC's liability and shall not limit the liability of the customer, consignor, consignee or any other person carrying out loading or unloading.
 - 4.14. The customer shall be liable for damage to wagons caused by the loader or unloader and for the loss of detachable wagon components caused by the loader or unloader, and shall reimburse EPC for all loss suffered by EPC in this connection or which EPC is required to compensate to the wagon keeper, carrier, infrastructure manager or another third party.
 - 4.15. Any damage to the consignment or wagon or loss of detachable wagon components must be reported to EPC without delay; otherwise, it shall be presumed that it did not occur during the period when the consignment, wagon or loading unit was in EPC's custody, unless the customer proves otherwise.
 - 4.16. EPC reserves the right to inspect the suitability and cleanliness of the loading or unloading location and shall be entitled to refuse placement, commencement or continuation of the transport if it finds that the location is not suitable for safe and proper handling. All consequences of such condition, including delays and additional costs, shall be borne by the customer.
 - 4.17. Any damage to the consignment, wagon, loading unit or infrastructure which is of a type typically caused by defective loading, unloading, packaging, securing or handling performed by the customer, consignor, consignee or a person authorized by them shall be presumed to have been caused by such persons unless the customer proves otherwise.

Article V

Invoicing and Payments

- 5.1. Invoices shall be payable within the period agreed in the Contract of Carriage. If an invoice is not paid by the due date, statutory default interest shall be charged, unless the agreement, price list or order confirmation provides for EPC's right to contractual default interest, a contractual penalty, a flat-rate reimbursement of costs associated with recovery of the claim or another similar sanction.

- 5.2. Payment of an invoice means crediting the amount to EPC's account in full, without any deduction, withholding, set-off, bank deductions, counterclaims or other unilateral deductions by the customer, unless otherwise provided by a mandatory legal provision.
 - 5.3. EPC may require prepayment or equivalent security, e.g. a bank guarantee, security deposit, advance payment, payment-risk insurance, third-party guarantee, letter of credit or another reasonable security instrument. Until the required security has been provided, EPC shall not be obliged to commence or continue performance and shall not thereby be in default.
 - 5.4. The customer shall not be entitled unilaterally to set off any of its claims against EPC against a claim of EPC, or to make payment of the price conditional upon the existence of its own claim, complaint or other dispute.
 - 5.5. EPC shall be entitled to retain the consignment, transport documents, loading units, wagons or other items in its possession or under its control in connection with performance for the customer, as security for all due and not-yet-due claims against the customer arising from any contractual relationship between EPC and the customer. All costs associated with retention, storage, protection, handling or enforcement of the right of retention shall be borne by the customer.
 - 5.6. If the customer is in default in payment of any EPC claim, EPC shall be entitled to suspend further performance towards the customer, refuse to accept further orders, require advance payment and take other measures to protect its claims without thereby breaching its contractual obligations.
 - 5.7. The customer shall reimburse EPC for all reasonably incurred costs associated with the recovery of claims, including legal representation costs, debt-collection services, court fees, translation costs, expert opinions and other related expenses.
 - 5.8. Throughout the contractual relationship, the customer shall maintain liability insurance with a minimum limit of indemnity of EUR 5,000,000 per insured event. EPC shall be entitled to request evidence of the existence of such insurance at any time.
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Article VI

Liability

- 6.1. EPC shall be liable for consignments in accordance with the applicable legal regulations, in particular the COTIF Convention and the CIM Appendix. Limitations of liability may be agreed in the Transport Agreement for goods whose transport is particularly difficult or involves special risks, and the customer acknowledges that where no mandatory liability regime under CIM, SMGS or another binding regulation applies, the limitations and exclusions of liability agreed in these GCTC shall apply.
- 6.2. The customer shall be liable for its own errors and omissions and those of its representatives or third parties designated by it, in particular for all consequences of defective packaging and loading and for inaccurate, incorrect or missing information in the transport order, consignment note or customs forms, and shall indemnify EPC for all damage, loss, additional costs, sanctions, fines, third-party claims and other consequences arising therefrom, irrespective of whether such claims were asserted against EPC directly or indirectly.
- 6.3. The customer shall be liable for all additional costs not included in the Transport Agreement, in particular in the section "Price includes", and for all costs arising as a result of incorrect instructions, changes of instructions, delays in loading or unloading, non-acceptance of the consignment, technical unfitness of wagons or loading units supplied by the customer, breach of public-law obligations or failure by the customer to provide required cooperation.
- 6.4. The customer shall be liable for any damage caused by the customer or a third party designated by it to railway wagons, loading units and loading equipment, as well as for damage caused to infrastructure, adjacent consignments, third-party property or the environment, or damage resulting from leakage, falling, shifting, dispersal or other effects of the consignment being transported.
- 6.5. Unless otherwise agreed in the Contract of Carriage, a maximum waiting time of 3 hours from the agreed time of handover of the consignment is allowed for handover of the consignment to, or acceptance of the consignment by, a third party designated by the customer (e.g. another railway undertaking at a border station). If this time is exceeded, the resulting costs for the idle

time of EPC resources shall be charged, including costs for the idle time of wagons and loading units in the event of an extended stay during loading or unloading, as agreed in the Contract of Carriage, as well as all consequential costs and loss arising from delayed acceptance or handover, including third-party costs.

- 6.6. In cases where no mandatory liability regime under CIM, COTIF, SMGS or another binding international or national regulation applies, EPC's liability for damage arising in connection with transport, freight forwarding or another related service shall be limited to an amount not exceeding EUR 5,000 for any one loss event or series of factually related loss events.
 - 6.7. EPC shall not be liable for loss of profit, loss of business opportunity, loss of market, loss of production, business interruption, loss of goodwill, contractual penalties, penalties, sanctions, demurrage, detention, substitute transport costs, indirect, consequential, reflective or special damages, or for any third-party claims against the customer, unless such liability arises from a mandatory legal provision.
 - 6.8. EPC shall not be liable for damage or loss caused by circumstances which EPC could not avoid and the consequences of which it could not prevent, nor for damage resulting from the nature of the consignment, defective packaging, loading or unloading performed by the customer, consignor, consignee or a third party designated by the customer, incorrect data and instructions, hidden defects of the consignment, the natural characteristics of the goods, loss of weight, spontaneous combustion, corrosion, moisture, climatic effects, intervention by public authorities, line closures, operational restrictions, decisions of the infrastructure manager or other circumstances beyond EPC's reasonable control.
 - 6.9. Unless expressly agreed otherwise in writing, EPC shall not be liable for compliance with a specific transport time, for transport delays or for the consequences of delay, even where the customer has been informed of an estimated date or time of placement, departure, handover, arrival or delivery of the consignment. Any time information shall be deemed indicative only.
 - 6.10. EPC's total liability towards the customer arising from one loss event or several factually related loss events shall always be limited to the lowest liability limit applicable to the relevant case under the contract, these GCTC or a binding legal provision.
 - 6.11. Irrespective of the number of claims asserted, the legal basis on which they arise or the number of loss events, EPC's total aggregate liability towards the customer for all damage arising during one calendar year shall not exceed an amount equal to the total price of services paid by the customer to EPC during the twelve months preceding the occurrence of the first loss event, subject in any event to a maximum of EUR 50,000.
 - 6.12. The liability limits agreed in these GCTC shall apply irrespective of the legal basis of the claim, in particular irrespective of whether the claim is based on contract, tort, breach of a legal duty, unjust enrichment, recourse or another legal title.
 - 6.13. The customer shall ensure that its insurers do not assert against EPC any recourse, subrogation or similar claims exceeding EPC's liability agreed in these GCTC or prescribed by mandatory legal provisions. If such claims are asserted against EPC, the customer shall indemnify EPC in full.
 - 6.14. The customer undertakes to indemnify EPC for all damage, loss, costs, expenses and third-party claims arising in connection with the consignment, transport or breach of obligations by the customer, consignor, consignee or another person acting on their behalf, including legal representation costs.
 - 6.15. The customer shall take all reasonably required measures to mitigate damage. EPC shall not be liable for that part of the damage which could have been prevented by such measures.
 - 6.16. EPC shall not be liable for damage, delay or other consequences arising as a result of a decision of the infrastructure manager, non-allocation or restriction of railway infrastructure capacity, line closures, irregularities, operational restrictions, changes in train priority or other measures taken by the operator or manager of the railway infrastructure.
 - 6.17. EPC shall not be liable for damage resulting from a cyberattack, failure of information systems, telecommunications networks, electronic data interfaces or disruption of third-party digital infrastructure, unless such circumstances were caused by EPC's intentional conduct.
 - 6.18. EPC shall be entitled, without liability for any resulting damage, to refuse, interrupt, postpone or terminate the provision of services if their performance could result in a breach of international sanctions, export-control regulations, embargoes, anti-money-laundering regulations or other comparable regulatory requirements.
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Article VII

Disputes and Jurisdiction

- 7.1. The contractual relationship between the customer and EPC shall be governed by Czech law and/or binding international legal regulations, in particular CIM/COTIF and, where applicable, SMGS or another applicable international regime where required by the nature of the specific transport. Matters not governed by mandatory provisions shall be governed by the laws of the Czech Republic.
- 7.2. The sole forum for any disputes arising from the contractual relationship shall be the competent court determined by reference to EPC's registered office, unless a mandatory legal provision exclusively provides otherwise. This shall not restrict EPC's right to assert its claim before another court having territorial or subject-matter jurisdiction under the applicable legal provision or international treaty.
- 7.3. The customer shall assert all complaints, reservations and claims against EPC in writing, specifically and with sufficient factual substantiation, without undue delay after it became aware, or with due professional care could have become aware, of the relevant facts.
- 7.4. Where possible given the nature of the matter, visible defects, damage, loss, contamination or other deficiencies of the consignment must be recorded immediately upon acceptance of the consignment in the transport document, handover report or another demonstrable record confirmed by the persons involved. If no such record is made, the consignment shall be deemed to have been accepted without visible defects.
- 7.5. Unless a mandatory legal provision prescribes a shorter or longer period, visible defects must be asserted no later than 7 days after acceptance of the consignment and hidden defects no later than 30 days after acceptance of the consignment; otherwise, the customer's claim shall lapse.
- 7.6. The burden of proof as to the occurrence of damage, its extent, causation and EPC's liability shall lie with the customer. The customer shall submit all documents and evidence necessary to assess the claim, in particular transport documents, damage reports, photographs, weigh tickets, expert opinions, invoices and documents evidencing the value of the consignment.

Article VIII

Cancellation Conditions

- 8.1. If the customer cancels a confirmed order, the following conditions shall apply:
 - a) If the cancellation of the transport is received more than 48 hours before the scheduled departure time of the train, the customer shall pay a cancellation fee of 50% of the total transport price; EPC shall at the same time be entitled to claim reimbursement of all demonstrably incurred costs and additional costs exceeding the amount of the cancellation fee
 - b) if the cancellation of the transport is received less than 48 hours before the scheduled departure time of the train, the customer shall pay a cancellation fee of 75% of the total transport price; EPC shall at the same time be entitled to claim reimbursement of all

- demonstrably incurred costs and additional costs exceeding the amount of the cancellation fee; EPC's right to reimbursement of costs for capacity reservation, wagon placement, wagon circulation, positioning of the traction vehicle, staff waiting time, shunting, handling and third-party costs shall also remain unaffected;
- c) in the event of cancellation notified less than 24 hours before the scheduled commencement of the transport, EPC shall be entitled to charge a cancellation fee of up to 100% of the agreed transport price if capacities have already been reserved for performance, wagons deployed, a route reserved, traction vehicles positioned or other costs incurred which cannot be avoided without loss to EPC;
 - d) postponement of the train operation shall be deemed a cancellation of the transport unless the parties agree otherwise in writing; EPC shall, however, be entitled to accept a change of date as a new transport request under conditions determined by EPC;
 - e) the cancellation fee does not include compensation for damage, third-party sanctions or other costs incurred by EPC as a result of cancellation of the order; EPC shall be entitled to assert such claims in addition to the cancellation fee in full.
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Article IX

Additional Cost Rates

- 9.1. Waiting time of locomotive and staff: EUR 140 excluding VAT / each commenced hour of waiting.
 - 9.2. Extension of shunting during loading/unloading organized by EPC: EUR 1,650 excluding VAT / each commenced 12 hours of shunting.
 - 9.3. Train stabling: EUR 600 excluding VAT + costs of a new locomotive positioning.
 - 9.4. Removal of a wagon from the train: EUR 160 / each commenced hour of shunting + additional costs of stabling the wagon.
 - 9.5. Issuance of CIM, CIT documents: EUR 20 / document.
 - 9.6. The above rates constitute a basic overview of typical additional costs. In addition to these rates, EPC shall be entitled to charge the customer all other reasonably incurred costs, fees, sanctions, compensation for damage and additional costs incurred in connection with transport, handling, waiting, changes of instructions, delay, cancellation, breach of the customer's obligations, intervention by a third party or compliance with public-law obligations.
 - 9.7. Costs charged by EPC may also include costs and fees charged by third parties, in particular infrastructure managers, wagon keepers, other carriers, shunting service providers, warehouse operators, customs declarants, experts, service organizations, insurers or public authorities.
 - 9.8. If a specific rate is not stipulated by these GCTC, the agreement or the price list, EPC shall be entitled to charge the customary price or the actually incurred and reasonably documented costs increased by a reasonable administrative surcharge.
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Article X

Final Provisions

- 10.1. The conditions agreed by the parties in the Transport Agreement shall be binding on both contractual partners and, as applicable, the consignee; the customer shall be responsible for ensuring that the consignor, consignee, loader, unloader and all other persons used by the customer for performance or participating in the transport on the customer's side are also acquainted with these conditions.
- 10.2. If certain matters are dealt with in the Transport Agreement differently from the GCTC, the solutions contained in the relevant provisions of the Transport Agreement shall be binding on both parties, but only to the extent that the deviation concerns the expressly regulated matter; in all other respects, these GCTC shall apply.

- 10.3. The GCTC are published on the EPC website, and the customer confirms that it had the opportunity to acquaint itself with their wording before conclusion of the agreement. A reference to the publication of the GCTC shall be deemed sufficient disclosure of their contents.
- 10.4. EPC reserves the right to amend and supplement these GCTC; the amended version shall take effect on the date of its publication on the EPC website unless a later date is specified in the new version. For individual Contracts of Carriage already concluded, the version of the GCTC effective on the date of conclusion of the relevant contract shall apply unless the parties expressly agree otherwise.
- 10.5. If the GCTC are amended during performance of the Transport Agreement, the agreement shall be affected by such amendment only if an amendment agreement containing the relevant change is concluded, unless a mandatory legal provision provides otherwise or the nature of the change indicates that it is a technical, operational or administrative change that does not affect the fundamental rights and obligations of the parties.
- 10.6. The parties to the Transport Agreement undertake to treat as confidential all data, materials and information disclosed to them in connection with conclusion of the Transport Agreement and not to disclose them to third parties, except where disclosure is necessary for performance of the agreement, protection of EPC's rights, compliance with a legal obligation, or where requested by a public authority, court, arbitrator, insurer, auditor, financing bank or another person with a legitimate interest.
- 10.7. Any agreements between EPC and the customer that conflict with the provisions of the Transport Agreement, the GCTC and binding regulations shall be invalid unless they constitute an express written deviation agreed by authorized representatives of both parties to the extent not contrary to mandatory legal provisions.
- 10.8. If any provision of these GCTC proves to be invalid, ineffective or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. The parties undertake to replace such provision with a new provision whose content and purpose are as close as possible to the original provision and which, to the maximum extent possible, protects the economic and legal purpose pursued by EPC.
- 10.9. The Czech-language version of these GCTC shall prevail. Any translation is provided for information purposes only; in the event of any discrepancy between language versions, the Czech version shall prevail.