

CONTARGO®

 trimodal network

Definition of Auxiliary Conditions

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List of Abbreviations

ATB	Working number in a customs procedure
BAF	Bunker Adjustment Factor
CAF	Currency Adjustment Factor
CCT	Cargo closing time
COT	Cargo opening time
LWS	Low Water Surcharge
NCTS	New computerised transit system
PID	Potential Ionisation Detection
PTI	Pre-Trip Inspection
T1	Customs document for the transport of non-EU goods
TEU	Twenty-foot equivalent unit
THC	Terminal Handling Charge
TTFS	Terminal & Truck Fuel Surcharge
v.v.	vice versa

1. General

1.1. Introduction

The General Terms and Conditions (AGB) of Contargo are the basis for these Auxiliary Conditions.

When placing an order for an end-to-end combined transport, i.e. including transshipment from one transport mode to another, all administrative costs are included in the price. For transport services without transshipment, the administrative costs are invoiced separately according to the expenses involved.

Goods that are generally excluded from acceptance for transport are:

Jewels / precious stones / precious metals / works of art (paintings, sculptures) / Cash / credit cards / SIM cards / vouchers / admission tickets / lottery tickets / shares and securities / deeds and certificates / jewellery / tobacco goods (cigarettes, cigars, loose tobacco) / alcohol and spirits (brandy, spirit, pure alcohol) / narcotics according to the Narcotics Law (BtMG) / living plants and animals / materials capable of use as weapons of war / ammunition / explosives / radioactive materials according to ADR (European Agreement Concerning the International Carriage of Hazardous Goods by Road; EU) / infectious substances according to ADR.

1.2. Order data

Orders must be sent with all details to Contargo before the start of the transport in order to ensure a smooth transport process. All transport-relevant information (**Annex I**) must be transmitted at the latest 2 working days (48 hours) before the start of the transport for Export consignments, and 5 working days before the start for Import consignments (working days are all workdays from Monday to Friday).

1.2.1. Changes / Re-booking

A re-booking or change in transport orders is possible up to two times per order without additional costs. In the case of late transmission of the order, the third re-booking, or from the third change / cancellation onwards, Contargo reserves the right to invoice the customer for the additional costs.

1.2.2. Cancellation / Dead Freight

In accordance with Contargo's Terms and Conditions (AGB) § 13.2 it applies that if the Customer withdraws from the agreement or declares that he is permanently or temporarily prevented from using the transport two working days (48 hours) (workdays are all working days from Monday to Friday) before the start of the transport, CONTARGO is entitled to invoice the customer for half of the agreed service charge.

In the case that Contargo delivers containers punctually at the agreed time (date and time of day) and loading / unloading has not yet commenced after 2 hours, Contargo reserves the right, after notifying the party entitled to dispose of the goods, to remove vehicles at the Customer's expense if the subsequent programme is endangered or if there are long waiting times. Resulting costs will be billed to the Customer.

1.2.3. Passing on information

Contargo will inform the customer without delay of any disruptions to the transport process, such as hindrances to transport and any extra costs that may arise as a result.

1.3. Container acceptance and delivery

1.3.1. Round trips and empty container positioning

Empty and full containers taken over in the seaport for transport by barge or rail cannot be checked in the seaport by Contargo for possible damage – there is no interchange. It is only

possible to check the containers once they arrive at the hinterland terminal. Damage to a container that is first discovered in the hinterland counts as being notified in due time. Contargo does not accept liability for resultant costs or disruptions of the transport process and these will be billed to the Customer.

1.3.2. Delivery and acceptance of empty containers in the seaport

A prerequisite for the acceptance and handover of both empty and full containers is for the Customer to give Contargo a correct Pick-up / Turn-in reference and also the name of the sea carrier. Additional costs that arise from incorrect or incomplete information will be billed to the Customer insofar as these deficiencies are the responsibility of the Customer.

1.4. Demurrage / Detention

The costs of container hire and container storage (Detention / Demurrage) are not taken on by Contargo. Costs of this kind are not a part of the transport order agreement between the customer and Contargo. Contargo accepts no responsibility for Demurrage or Detention. Data on the transport procedure notified by Contargo are planning data. These data cannot be taken as a basis for the planning of Demurrage or Detention Free time.

1.5. Hazardous goods

Orders involving the transport and handling of goods that are classified as hazardous goods can only be processed if the hazardous goods information (in compliance with ADR 5.4.1.) required for carrying out the order is given beforehand. The feasibility and acceptance of hazardous goods must be ascertained from the hinterland terminals concerned, or from our website. Prices are according to the currently applicable transport tariffs / offers. For container transports of hazardous goods we charge a Hazardous Goods Surcharge per container. Hazardous goods Classes 1 and 7 are basically excluded from transport.

In barge transport, hazardous goods Class 6.1 may be transported on request, subject to availability. For this the PID (Potential Ionisation Detection) value is required. this may not be higher than 10.6.

In rail transport, an additional charge per container for hazardous goods is levied for the seaport terminal RSC in Rotterdam.

1.6. Reefer containers

1.6.1. Feasibility & Liability

There are facilities at the hinterland terminals for temperature-controlled containers. Reefers can also be cooled during pre-carriage and on-carriage by truck or barge on request.

Contargo does not bear responsibility for the functionality of the container over the whole time period of the supply chain from arrival at the terminal to arrival at the seaport, or vice versa.

Contargo is not liable for technical failure of the cooling equipment, if the load should become unusable although Contargo has taken every possible technical action under the circumstances. A PTI (Pre-Trip Inspection) can be made at most terminals on request.

1.6.2. Reefer Plug-in at the terminal

Plug-in at the terminal; includes the electrical connection, the energy and the daily monitoring of the specified temperature at the hinterland terminal.

1.6.3. Additional weekend charge

In order to ensure adequate supervision, Contargo makes an additional weekend charge for active reefers.

1.6.4. Pre-warming / pre-cooling

Pre-heating / pre-cooling is available on request, but not at weekends. When making the order, please give specific information on the required temperature of the reefer to be connected. A precise definition is also required of the transport section during which the pre-heating / pre-cooling will take place (Terminal / Truck / Barge). Temperature settings must only be implemented by the owner of the container or by the owner of the depot receiving the order.

1.7. Congestion

In the case of recurring waiting times for berths / terminal slots for our barges / trains and trucks at the seaport terminals, Contargo reserves the right to bill a Congestion Surcharge to the Customer.

1.8. Storage at the Contargo terminal

1.8.1. Full containers

After the free days without storage fees have been exceeded (the day of arrival and the day of departure count as part of the free days), storage fees become due, as well as an additional handling for the storage at the hinterland terminal. Storage fees accrue per calendar day and TEU.

The storage of full containers without a fixed date for on-transport is only possible on request and required acceptance and confirmation by Contargo. The conditions for authorised storage then apply.

Containers for which additional costs accrue at the terminal in the form of storage fees will be charged for according to the rates applicable at the individual terminals. Separate notification of the resulting costs will not be given. Generally containers are always planned and forwarded according to the information in the transport orders. In this respect we wish to draw your attention to the dependence on COTs / CCTs, over which Contargo has no influence.

1.8.2. Storage of Hazardous Goods

For the interim storage of containers during transport for the purposes of transshipment from one transport mode to another, the conditions of transport-related temporary storage apply. Outside this definition the conditions of storage apply.

The storage of hazardous goods containers in the course of transport is possible at some terminals on request. Insofar as the storage is accepted by Contargo, the day of delivery to the Contargo terminal is the first day for which storage fees are charged. It makes no difference here if the first day falls on a weekend or public holiday. The costs / charges can be found in our current offers.

1.8.3. Storage capacities

Contargo reserves the right, in consultation with the Customer, to control inflow / warehousing, for example if there is a lack of space. In case of capacity bottlenecks in our depots, further empty positionings must be agreed with the terminal in advance.

1.9. Services

1.9.1. Additional handling

In the case of additional handlings at the terminal ordered by the customer, an additional handling fee will be charged. Additional handling fees may be charged for retrieving containers from their position in the terminal, e.g. for customs inspection, sealing, labelling or re-sealing

1.9.2. Sealing

Seals are necessary in order to suitably confirm the identity of goods. On request a High Security Seal (HSS) can be affixed for a fee, provided that affixing is possible without problems.

If the container is not accessible to personnel (for instance, if it is surrounded by other containers), additional handlings may be necessary.

1.9.3. Labelling

Labelling denotes the subsequent affixing to containers of signs such as e.g. hazardous goods placards by Contargo. The terminal concerned should be consulted as to whether subsequent labelling by Contargo is possible. Additional handlings may be necessary.

1.9.4. Customs inspection

On request / If included in the order, a customs inspection can be carried out at the Contargo terminal and the containers can be made available for this. Extra costs may be incurred for any necessary additional handlings, seals, administration, etc.

1.9.5 T1 / NCTS transit system

The seaports of Hamburg and Bremerhaven offer the possibility of generating a T1 / NCTS document free of charge in combined rail transport. A condition for this is the provision of complete information, which is necessary in order to initiate the procedure.

Furthermore, for transport to / from the western seaports, Contargo can open a T1 / NCTS customs procedure on request. A condition for this is the provision of complete information, which is necessary in order to initiate the procedure.

A fee is charged for setting up the customs procedure. Every T1 / NCTS procedure is dependent on the value of the goods, and for this reason further costs will be passed on to the Customer, depending on their value. The duration of the NCTS documents should be chosen individually for each expected transport, but should be selected to be as short as possible. As a precaution, Contargo wishes to point out in advance that the documents are applied for on the basis of the information given by the Customer and that we do not accept any liability for this (i.e. for the Conformity required).

In the transport order (Import) it should be clearly stated whether a T1 should be set up, and where this T1 should end again.

1. Option 1: T1 ends at our terminal; the dispatch procedure is closed by Contargo having temporary custody (possible additional costs due to generating ATB), customs clearance is performed by the Customer or his customs agent
2. Option 2: ending at the Customs office; the container is transported by truck to the customs area by Contargo (possible additional costs due to multistop)
3. Option 3: ending at the unloading point by temporary custody (possible additional costs due to generating ATB)

It is a prerequisite for the agreement that the Customer has an obligation of due diligence, in the sense that the consignee of the goods must ensure that the dispatch procedure is duly closed and notified to the customs office of destination. In addition, the NCTS documents and the expiry date of the dispatch procedure must be checked before the seals are removed.

1.9.6. Temporary Custody (ATB)

At the point in time when they are loaded or unloaded in Germany, non-EU goods are automatically in temporary custody. The goods are, so to speak, monitored by the customs office in the time between loading or unloading and being placed under a customs procedure or re-exported. Temporary custody is not a customs procedure.

Insofar as the loading/unloading of the goods from a preliminary transit procedure takes place at one of our terminals, additional costs are incurred. Subsequent necessary dispatch procedures can if needed be organised on consultation, in accordance with the conditions / costs set out in 1.9.5.

2. Barge transport

2.1. General

Combined barge transports are possible for Export and Import. The transport rates listed in the offer include transport by barge, from the seaport to the hinterland terminal or v.v. Not included are: LWS / BAF / THC in the seaport / if applicable Congestion surcharge and any other temporary surcharges.

Certain seaport terminals are not served by Contargo, or are only served from a minimum quantity upwards. These terminals specify so-called “minimum call sizes”. This means that Contargo can only serve some terminals from a certain handling quantity upwards. Containers that are not to be delivered to directly served seaport terminals can be transferred within the seaport if wished, for a corresponding fee (amount on request). The terminals that are served may change in the course of the year.

Departure / arrival times of barges cannot be guaranteed, but are only planning data and are dependent on production feasibility.

2.2. Surcharges

2.2.1. BAF

All barge prices are normed in relation to a gasoil price of 49.75 € per 100 litres. The current gasoil price is calculated monthly by the Centraal Bureau voor de Rijn- en Binnenvaart (CBRB). The price ascertained for month A applies for month C. This means, for example, that the tariff for April 2022 is based on the average price for the month of February 2022. Barge prices change according to the BAF index by the value shown in the table on the Contargo Homepage at: <https://www.contargo.net/en/goodtoknow/baf/>

2.2.2. LWS

When the gauge levels shown on our website (<https://www.contargo.net/en/goodtoknow/lws/>) are searched, a surcharge (Low Water Surcharge) of the amount shown is charged in order to compensate the disproportionate increase in costs. The water level used as a basis is the gauge level at 5:00 am (CET) according to the “Elektronisches Wasserstraßen Informationssystem” (www.elwis.de). This information is published daily on the website www.contargo.net. The date used is the actual day of departure, meaning downstream departure of the barge from the inland terminal (for Export) and upstream departure of the barge from the seaport (for Import). The Low Water Surcharge is only charged for full (laden) containers. At gauge levels of 80 cm and below in Kaub, 180cm and below in Duisburg-Ruhrort and 30cm and below in Emmerich, Contargo no longer has an obligation to transport. Low Water surcharges are then the subject of a free agreement.

2.2.3. Reefers

Reefers can be plugged in during the barge transport, subject to availability of slots on the barge. For full reefer containers 20’RF/40’RF/40’RH a connection charge is levied in the form of an Active Reefer surcharge. The amount depends on the hinterland terminal to / from which the container is to sail.

3. Train transport

3.1. General

Combined rail transports are possible in Export and Import. Transport rates include transports by rail to or from the hinterland terminals concerned. Seaport terminals that are directly served may vary between the different services. The day of arrival and departure of the relevant rail connections should be checked beforehand with the hinterland terminal. Containers that are not to be delivered to directly served seaport terminals can be transferred within the seaport if wished, for a corresponding fee (amount on request). The terminals that are served may change in the course of the year.

Departures / arrivals of trains cannot be guaranteed. They are only planning data and are dependent on production feasibility and free lines.

3.2. Surcharges

3.2.1. Energy Rail Floater (ERF)

The Energy Rail Floater (ERF) covers all unforeseen energy prices in rail transport and is calculated separately per TEU and connection. Adjustment of the floating rate is dynamic and takes place on a quarterly basis.

3.2.2. Heavy Weight Surcharge

There are weight limits for rail transports, and if these are exceeded a Heavy Weight Surcharge may be levied.

3.2.3 Reefers

Reefer containers can be transported by rail, however without active cooling.

4. Truck Transport – combined transport

4.1. General

Trucking conditions from the hinterland terminal are understood as being exclusive of Road Toll Tax and Truck Fuel Surcharge (TTFS) and are only valid in combination with a main run. The basis for the calculation of distances is the distance database contained in the current version of the Intermodal Tariff Information System (IMTIS).

Trucking trips with two loading or unloading points in opposite directions will be calculated as two trucking trips.

4.2. TTFS – Terminal and Truck Fuel Surcharge

All truck prices are normed in relation to a reference diesel price of 129.99 cents per litre. The current diesel price is calculated every month by en2x (formerly the German Petroleum Industry Association (MWV)). The price calculated for Month A applies in Month C. This means, for instance, that when calculating the tariff for April 2022 the average price for February 2022 is used as a basis. The surcharge for the trucking price is based on the one-way distance and goes up every 10km by the value of the “Surcharge for Zone 1”. For further information, see the Contargo Homepage.

The surcharge to be added to the trucking price is based on the one-way distance and goes up every 10km by the value of the Surcharge for Zone 1

4.3. CAF (Currency Adjustment Factor)

Calculation of the Currency Adjustment Factor (CAF) is based in each case on the official average exchange rate for the month in which loading takes place.

4.4. Waiting times

The free time for the loading and unloading of containers is 2 hours. Beyond this time, costs are incurred for hours 3 and 4 of the loading / unloading time per transport for each commenced half hour. From hour 5 of the loading / unloading time, the costs per commenced half hour increase proportionately.

If, after punctual arrival, loading / unloading has not yet commenced after 2 hours, Contargo reserves the right, after giving due notification, to remove vehicles at the customer's expense if the subsequent programme is significantly endangered or if there are long waiting times. Resulting costs will be billed to the customer.

4.5. Multistop

A multistop is an additional address of a loading / unloading point or a customs stop and is billed in addition to the transport costs. The basis is the furthest distance plus the applicable costs of a multistop. This does not cover stops involving opposite directions (extra costs). If additional kilometres are driven, additional costs are incurred. Additional free waiting time does not exist. Thus no additional time for multistops is included in the free loading and unloading time.

4.6. Road Toll

The statutory Road Toll Tax in Germany is a mandatory tax and is derived from the transport means, the length of the toll route and the toll rate per kilometre.

5. Direct Truck Transport

5.1. General

Direct transport in logistics is also known as direct delivery. In this form of transport, the goods are conveyed from the starting-point to the destination address without the goods, or the container, changing from one transport mode to another. Unlike other forms of transport, therefore, direct transport does not involve transshipment of the goods. Contargo carries out direct transport for import and export containers, either directly at the consignor's premises or at the terminal (seaport or hinterland terminal).

5.2. Waiting times

Free waiting time for the loading and unloading of containers is 2 hours, and at seaport or hinterland terminals and/or during presentation to the customs office, it is 1 hour. Beyond this time, costs for waiting times are incurred for hours 3 and 4 (or for hours 2, 3 and 4, as applicable) of the loading / unloading time per transport for each commenced half hour. From hour 5 of the loading / unloading time, the costs per commenced half hour increase proportionately.

If, after punctual arrival, loading / unloading has not yet commenced after 2 hours, Contargo reserves the right, after giving due notification, to remove vehicles at the customer's expense if the subsequent programme is significantly endangered or if there are long waiting times. Resulting costs will be billed to the customer.

5.3. Veterinary Inspection

On request, it is possible to take the container for inspection to the Veterinary Inspection Office at additional cost.

5.4. Hazardous goods

Orders that include hazardous goods are only accepted with complete information in accordance with the conditions of the ADR in the currently applicable version. Classes 1 / 4.1 / 4.2 / 5.2 / 6.2 / 7 are generally excluded from transport. The acceptance of hazardous goods

orders by Contargo is conditional on checking the possibilities regarding truck transport (additional Hazardous Goods surcharge).

5.5. Reefers / Gensets

Contargo has the possibility of active reefer cooling with special chassis with gensets. For active cooling during transport, a Cooling surcharge will be charged for the active cooling.

5.6. Cancellation conditions / Dead freight

If the customer withdraws from the agreement two working days or 48 hours (working days are all workdays from Monday to Friday), before the commencement of the transport or declares that he is temporarily or permanently prevented from using the transport, Contargo Road Logistics can bill the Customer for 1/3 of the amount agreed for the services.

If the Customer withdraws from the agreement one working day or 24 hours before commencement of the transport (working days are all workdays from Monday to Friday) or declares that he is temporarily or permanently prevented from using the transport, Contargo Road Logistics is entitled to bill the Customer for the whole amount of the agreed service fee.

5.7. CPA / Container X-Ray Station

On request, it is possible to take the container for screening at the official container X-ray station (CPA) at additional cost.

5.8. High Security Seal

After previous agreement, the affixing of high security seals (HSS) is possible at additional cost.

5.9. Dispatch of customs goods & NCTS transit system

If required, an order for a change of custody can be given at additional cost.

5.10. Delivery at late hours/ weekend and night deliveries

Special delivery times are not included in the basic rates and are only possible after agreement and at extra cost.

Annex I: Order Data – Minimum Order Data Requirements

Minimum data requirements	Export	Import
Order type: trimodal: Truck / Barge / Rail bimodal: Truck/Barge / Truck/Rail only truck / barge / rail	X	X
Container size(s) / Container type(s) / Number of containers	X	X
Description of goods and special characteristics if applicable (Class 3/ Waste / etc.)	X	X
Payload	X	X
Hazardous goods data: UN Number / Class of hazardous goods / Packing group / Packing type / Number of packages / Net weight + gross weight per UN Number	X	X
Reefer, specified temperature if applicable	X	X
Out of gauge (height / width / length as applicable)	X	X
Customer's order number / Customer's accounting reference	X	X
Pick-up or Drop-off Depot/Terminal: Reference / Address / Date	X	X
Loading point or Unloading point: Address / Reference / Date + time	X	X
Sea Carrier / Name of ship / Port of destination and port of origin / Cargo Opening Time / Cargo Closing Time / Date of unloading / availability of the full container	X	X
Customs status / Customs clearance location / T1 (customs clearance: where, by whom, what; customs procedure to be completed) ATA/ATB/ATC Number		X
Container Number / Seal Number		X
Multistops (Customs / Weighing / 2nd loading/unloading point)	X	X