

General Terms and Conditions
of
TransContainer Europe GmbH "TCE",
Donau City Strasse 1, 1220 Wien,
as contractor/logistic service provider

1. These general terms and conditions (GTC) apply to all services provided or procured by TransContainer Europe GmbH as the commissioned freight forwarder, carrier or contractor (hereinafter referred to as "TCE") for their contractual partner (hereinafter referred to as the "principal"). These terms and conditions apply especially to the following services procured by TCE: transports, combined transports, conventional wagonload and truck transports, including delivery services to European terminals and transshipment activities, rental and sale of containers, brokerage of cargoes of the CIS railroads. TCE works exclusively on basis of these GTC as well as (subsidiary) the General Austrian Forwarders' Terms and Conditions (AÖSp) in the respectively valid version, published in the Official Journal of the Wiener Zeitung 1947/184, last amended by the Official Journal of the Wiener Zeitung 1993/68 (a German and English version is available on the Internet at [https://www.wko.at/branchen/transport-verkehr/spedition-logistik/Allgemeine_Oesterreichische_Spediteurbedingungen_\(A_OeSp\).html](https://www.wko.at/branchen/transport-verkehr/spedition-logistik/Allgemeine_Oesterreichische_Spediteurbedingungen_(A_OeSp).html)). This applies in particular also to relations with foreign clients. These GTC also apply to future business, even if they are no longer referred to. These GTC apply to all services provided by TCE and regardless of the type of business or service. Terms and conditions of the principal do not apply, even if TCE does not explicitly object to them. Therefore, all offers by TCE are made on the basis of these terms and conditions. These GTC do not affect the validity of conventions in their respectively valid version as far as their provisions do not imperatively stipulate a deviating regulation, as for instance the CMR or the railway freight law provisions of the CIM, the SMGS and the SAT (International Rail and Freight Tariff Austria-USSR and successor states). These GTC, the AÖSp and the freight law provisions can also be made available at request by us all at times.

2. TCE is a forwarding company. The choice of the executing company falls to TCE.

3. All offers by TCE are based on current tariffs, exchange rates, payment and transport conditions, and are without obligation until the conclusion of a contract. Delivery dates and delivery periods cannot be guaranteed basically. Terms are based on the timetables of our service providers, which is planned for an unhindered transportation. In this respect, any liability shall be excluded, in case of unpredictable occurrences, which TCE cannot influence. The validity of the offer applies to the day of dispatch of the goods, not on the date of booking, so that price changes can be made until the time of dispatch. The offer is subject to accessible and calculated transport routes. Transport restrictions in the involved countries, in particular those that occur after the departure of the shipment, may cause additional costs (i.e. demurrage costs, redirection costs, storage costs, cargo handling charges etc.) and will be invoiced on a time and material basis. Such costs are not included in the offer. Unless expressly indicated in written form by the principal (obligation to warn by the principal), TCE assumes that the goods in transport include without exception non-hazardous harmless commercial goods which are packed suitably for transport and have standard size and standard weight for railway transport. TCE's offers/contracts can be withdrawn for important reasons at any time. Any significant market change is expressly defined as an important reason. A significant market change is for instance, an increase in market prices which leads to a more than 10% increase of the purchase price of TCE. The validity of TCE's offers is limited in time. If the offer has not yet been accepted, TCE reserves the right, however, to revoke or modify the offer at any time, in particular if the original economic, political or technical circumstances have changed. Bookings will only be accepted in written form and on a TCE Booking Form.

4. The execution of the transport service can be suspended in whole or in part, in the event of transport obstructions (traffic restrictions). The principal must be informed about such restrictions and, if necessary, issue corresponding instructions.

5. The principal is obligated to prepare a consignment note and to make the required entries. The principal is liable for incorrect or incomplete entries in the consignment note or information in the transfer order and shipping documents. The principal is liable for ensuring that neither the consignor, the consignee nor the HS-Code are affected by the current sanctions against Russia. TCE assumes no liability in this regard.

6. The principal must check carriages and the loading units for their suitability for the intended use as well as for visible defects before loading. Defects must be reported immediately to TCE. The loading authorises the suitability and freedom from defects of the provided carriage/loading unit.

7. The principal is liable for all defects to locomotives, carriages, loading units as well as railway infrastructure that are caused by the principal or a third party employed by him.

8. The principal is responsible for ensuring that the unloaded carriages and loading units are returned completely empty and cleaned.

9. Carriages, loading units, containers provided by the principal: The principal is obligated to comply with all possible provisions. Hereby, the principal ensures that he complies with the provisions of the CSG and that the handed over carriage/container is free from defects. The principal further ensures that only carriages are handed over whose carrier is acceded to the AVV.

10. Cancellation of the order is possible free of charge 14 days before loading of the container. In the event of an already performed service prior to the cancellation (empty repositioning, container trucking, handling, demurrage etc.) the principal must cover the full amount of this service. In the event of a cancellation after the 14th day, a contractual penalty must be paid regardless of fault in the amount of 80 % of the agreed freight. Special regulations for on-carriage/pre-carriage: Up to 72 hours before pick up of the container at the terminal (for on-carriage/pre-carriage by truck), no cancellation fee arises. After the 72th hour, the principal has to pay a contractual penalty regardless of fault to the amount of the intended on-carriage/pre-carriage. For a change of destination, a fee of EUR 185 per container is charged. For a change of the SMGS a fee of EUR 185 per container is charged. TCE's offer excludes possible demurrage and detention costs for trucks, containers and wagons, possible costs for export/import customs clearance and inspection, possible costs for public fees and charges according to the outlay, possible extra costs incurred through default of your own, possible extra costs for special services negotiated by the customer, surcharges for non-ferrous metals which are applicable also for small quantities, transport insurance, storage/container costs, empty container damage or cleaning expenses for by TCE provided container, repair and cleaning expenses for COC equipment. Most of the additional charges, as well as the conditions for the use of TC-owned equipment are listed in the Appendix 1 to the *TCE General Terms and Conditions*, which is monthly updated.

11. TCE explicitly points out that the liability of TCE is limited according to national and international provisions and conventions. It is recommended to take out a transport insurance to protect goods from exposure to risks.

12. If loss or defects of the goods is not apparent from the outside, it is the responsibility of the shipper or principal to provide evidence that the loss or damage occurred during the period of liability. Outwardly apparent defects must be claimed immediately upon delivery, outwardly not recognisable defects must be claimed from TCE in writing immediately after discovery, however, at the

latest within 7 days. Failure to comply with these deadlines results in loss of claim.

13. The following must be taken into account concerning railway transports (also outside of CIM): Upon acceptance of the goods by the authorised party, all claims against TCE under the transport contract expire in the event of partial loss, damage or exceeding of the delivery date. The claims do not expire only:

a) in the event of partial loss or damage, if the loss or damage has been determined prior to the acceptance of the goods by the authorised party via a factual report complying with railway law according to Article 42 CIM;

b) in the event of externally concealed damage which has been determined by the authorised party only after the acceptance of the goods, if he requests the declarative statement according to Article 42 CIM immediately after the discovery of the damage and at the latest within 7 days after the acceptance of the goods and additionally proves that the damage occurred in the time between takeover and delivery;

c) in the event that the delivery deadline is exceeded, if the authorised party made a claim against TCE within 60 days.

14. The principal assures compliance with all relevant provisions. The loading of dangerous goods must comply with the provisions for domestic and transnational transport of dangerous goods and in particular the "Regulation concerning the International Carriage of Dangerous Goods (RID)", Annex C of the Convention concerning International Carriage by Rail (COTIF) as well as the provisions of the Carriage of Dangerous Goods Act (GGBG) and ADR. The principal is responsible to independently verify that the respective freight cart/wagon in use meets the provisions of the RID and is approved in accordance with TSI; ORE and UIC provisions. TCE generally excludes the acceptance and transport of the following goods: Explosive devices and ammunition (except hunting and sporting ammunition), explosives, self-igniting and radioactive substances, live animals. The principal has to observe the import and transit regulations for certain goods and to present the permits to TCE if required.

15. Any stipulated contractual penalties between the parties shall not affect any other or further claims for damage. This means that damage claims can be claimed in addition to the contractual penalties.

16. The Parties shall be liable according to the Law. The principal shall reimburse TCE for losses arising out of: the principal's failure to fulfill the requirements of customs, tax, sanitary and other governmental authorities of the countries where transportation is carried out, if cargo owners and/or consignors/consignees are directly vested with fulfillment of these requirements; the Customer's non-fulfillment of the obligations on provision of comprehensive and reliable information and documents necessary for customs, tax, sanitary and other governmental authorities and their timely transfer to TCE and/or third parties;

TCE shall be entitled to charge, and the principal shall be obliged to pay the penalty and reimburse losses taken by TCE regarding provision of unreliable information.

One Thousand Seven Hundred Euro (Euro 1.700) - for each detected case when unreliable information on the cargo description was provided (mismatch of the actually transported cargo to the information specified in the order.

One Thousand Seven Hundred Euro (Euro 1.700) - for each detected case when the actual weight of the cargo submitted for transportation exceeded / was less than the one specified in the order and/or shipping document. The liability stipulated in this paragraph of the General Conditions shall apply if the indicated excess/reduction affects the transportation cost and/or violates the

requirements for the wagon/container/motor vehicle cargo capacity and/or permissible weight requirements and/or motor transport axis load requirements, which resulted or may have resulted in unsafe transportation, TCE'S incurring losses or holding liable by any governmental authorities or third parties (carriers etc.).

For the principal's payment delay TCE shall have right to charge, and the principal shall pay, a penalty equal to Three-Hundredth percent (0.03%) of the outstanding amount for each day of delay.

In case of drop-off of wagons and/or containers by the principal at the point different from the drop-off point, specified in the order, release, TCE's instruction or in any other manner stipulated in the contract (hereinafter referred to as the drop-off point) TCE shall have right to charge, and the principal shall pay, a forfeit for each wagon or container equal to:

- In case the drop-off point located in the Russian Federation – One Hundred Eighty Euro (Euro 180)
- In case the drop-off point located in other countries - Two Hundred Eighty Euro (Euro 280).

If the principal defaults on its obligation to clean TCE's wagon and/or container from impurities after the Cargo unloading (cleaned from earlier transported cargo, garbage, separation and fastening items, danger signs etc.). TCE shall have right to charge, and the principal shall pay, the exclusive forfeit (compensation for losses that exceed the forfeit is excluded) for each non-cleaned wagon and/or container in the amount of:

- Thirty Euro (Euro 30) – in case of return to the terminal situated in the Russian Federation and if during subsequent cleaning no chemical agents (products) and/or mechanic abrasive tools have been used.
- One Hundred Euro (Euro 100) – in case of return to the terminal situated outside the Russian Federation and if during subsequent cleaning no chemical agents (products) and/or mechanic abrasive tools have been used; in case of return to the terminal situated in the Russian Federation and if during subsequent cleaning chemical agents (products) and/or mechanic abrasive tools have been used.
- One Hundred Eighty Euro (Euro 180) – in case of return to the terminal located outside the Russian Federation and if during subsequent cleaning chemical agents (products) and/or mechanic abrasive tools have been used.

If TCE's wagons and/or containers staying under the principal's responsibility are damaged, TCE shall have the right to charge, and the principal shall indemnify losses, including the expenses that TCE incurred or will incur for their repair works, transportation to repair shops, expenses related to estimation/expertise of the damaged wagon and/or container etc. The documents proving TCE's losses in connection with the container damage shall be, in particular, the report and/or certificate of completion issued by TCE's co-contractor or an electronic estimate.

If the principal loses or damages TCE's wagon beyond repairs, TCE shall have right to charge, and the principal shall compensate for damages in the amount of the wagon market value, the evaluation costs, if necessary, and other costs reasonably incurred by TCE. The principal shall have right upon TCE's approval to compensate for losses by transferring to TCE's ownership a wagon with similar technical parameters, specification, year of manufacture and state; the wagon shall have the color, corporate attributes of TCE; the principal shall bear all the expenses related to re-registration of the wagon in the Federal Rail Transport Agency. The principal shall pay for TCE's wagon provision till compensation for the lost wagon, at the rates for the service «Wagon/Container Provision for Additional Operations Related to Cargo/Container Transportation».

If the principal loses TCE's container or a container is damaged beyond repairs, TCE shall have right to charge, and the principal shall pay, the exclusive forfeit (compensation for losses that exceed the forfeit is excluded) in the following amounts:

- 20` general purpose container (1CC type) – Five Thousand Seven Hundred Euro (Euro 5.700);
- 20` thermal insulated container (1CC type) – Two Thousand Seven Hundred Euro (Euro 2.700);
- 20` specialized (open top, hard top) container – Eight Thousand Euro (Euro 8.000);
- 20` tank container (1CC type) – Sixteen Thousand Four Hundred Euro (Euro 16.400);
- 40` general purpose container (1AAA type) – Seven Thousand Seven Hundred Euro (Euro 7.700);
- 40` specialized (thermal insulated, open top, hard top) container (1AAA type) – Three Thousand Three Hundred Euro (Euro 3.300);
- 40` general purpose pallet wide container (1AAA type) – Three Thousand Five Hundred Euro (Euro 3.500)

Upon agreement between the Parties the fee indicated in this paragraph of the General Conditions may be replaced with in-kind compensation, with a container of similar technical parameters, state, year of manufacture; the container shall have TCE's corporate color and logo. In this case, the principal shall pay for container provision till the date when money for the lost container is remitted or loss is compensated in-kind, at the rates for the service «Wagon/Container Provision for Additional Operations Related to Cargo/Container Transportation».

The liability for damage caused by TCE's wagons and/or containers to third parties and the risk of occasional loss or damage of TCE's assets shall be shared by the Parties, depending on which of the Parties held the wagons and/or containers or other assets of TCE in safe custody then.

If TCE's wagons and/or containers are sent without agreement with TCE indication of TCE in the shipping documents as a payer, its codes or its partners' codes, and in case of dispatch on routes and at rates that are not agreed upon with TCE or at the expired rates, and/or with other services and/or in volumes that exceed those agreed, the principal shall pay for rendered Services in accordance with invoices issued by TCE. If TCE detects the abovementioned unauthorized shipments, it shall have right to require, and the principal shall pay, the penalty equal to One Thousand Seven Hundred Euro (Euro 1.700) per shipment. The principal is not allowed to refuse to pay for the shipments issued and carried out according to instructions (codes) issued by TCE.

TCE shall not be liable for any losses arising out of: low-quality, improper or damaged package of the cargo and non-preparation of the container (equipment) for transportation of the respective cargo, unless such package preparation is vested with TCE according to the order; non-compliance with the requirements of Specification for Cargo Placement and Attachment in Wagons and/or Containers, other regulations.

For failure to provide the documents stipulated in these General Conditions timely, TCE shall have right to charge, and the principal shall pay, the exclusive forfeit (compensation for losses that exceed the forfeit is excluded) at Twenty percent (20%) of the cost of services, for which the principal failed to provide documents.

Payment of a forfeit (fine, penalty), other sanctions and charges, stipulated in the contract and/or prescribed by the Law shall not relieve the principal from performance of its obligations under the contract. Payment of the forfeit (fine, penalty) stipulated in the contract shall not relieve the principal from indemnifying TCE against incurred losses in part not covered by forfeit unless otherwise stipulated in the contract.

17. All invoice amounts owed to TCE are payable immediately upon presentation of an invoice. During a period of 12 months TCE reserves the right to send a supplementary invoice for costs which were not known at the time of the main invoice.

18. The principal is obliged to provide the stamped consignment note copy of each container after arrival at final

destination, not later than 90 (ninety) days from the date of services rendering for providing them to taxation authorities in accordance with the Austrian legislation.

In case of principal's failure to submit to freight forwarder documents provided by the tax code of Austria for acknowledgement of the tax rate under the VAT of 0%, the customer shall pay freight forwarder penalty at the rate of 20% (twenty percent) of the cost of freight forwarder's unconfirmed services.

Requested documents (commercial invoice, packing list, EX-1, certificates, etc.) per container must be provided by the principal on document cut-off date, however not later than 3 days before departure. The documents provided will be used during the whole transportation (for example: For issuing SMGS, CIM, T1, ATB, CMR). Failure to provide the transport documents on time will lead to dead freight for wagon cancellation and additional storage costs.

All documents are recommended to be issued in English and to include the following details:

Stuffing list:

- Shipper's and Consignee's name and address
- Departure and destination terminal
- Container size, type, complete number, seal number
- At least 8 digits HS code and cargo description
- Amount of packages per HS code
- Gross weight of cargo per HS code
- Invoice number
- Value of goods per HS code

Commercial invoice:

- Invoice number, date of issue and cargo reference number
- Seller and buyer (complete postal addresses including contact persons and contact details)
- At least 8 digit HS code and cargo description per HS code
- Volume (quantity) and unit of measurement (e.g. piece, m², m³, liter according to customs regulations) per good
- Number of units per type of packaging and indication of filling capacity (i.e. 20 pallets x 10 cardboard boxes x 15 bottles = 3,000 bottles á 0,75 liter)
- Price and currency per HS code and Unit of measurement
- Total price and currency of the commercial goods
- Container number and seal number
- Terms of delivery

Packing list:

- Date of issue and cargo reference number
- Seller and buyer (complete postal addresses including contact persons and contact details)
- Container number and seal number
- At least 8 digit HS code and cargo description per HS code
- Net and gross weight per HS code, package and packing unit – respectively
- Total gross and net weight
- Total number of packages (pallets if applicable)
- Tare weight of the container

Export declaration (MRN):

- Export declaration is issued by the shipper. The number of packages, HS code, weight, etc., should be the same as on the PACKING LIST and INVOICE
- Should be valid until containers depart from EU customs - exit point Małaszewicze, Poland (PL 301020)
- Should include all pages
- Must be the same as the specifications in the customs system

Certificates (if applicable):

- For wooden pallets without IPPC stamp phytosanitary certificate is required
- Analysis certificate
- Health certificate
- Veterinary certificate
- Plant related products must provide plant quarantine certificate and quality certification
- Import and transit licenses (i.e. refrigerators, aerosol cans, tires, alcohol, tobacco products, products of animal origin)
- Originals of the certificates might be required to be sent to the re-expeditor office in Małaszewicze per post

For the following goods additional details are required:

- Automobiles: year of production, capacity, engine, and chassis
- Combustion engine: cubic capacity, engine identification number
- Alcoholic beverages: alcohol content percentage
- Tiles, flooring, wall covering: square meter and cubic meter
- Paper: square centimetre
- Shoes: number of pairs
- Garment: pieces

For shipments to China a photographic documentation of the cargo stuffed into the container is required. Eight pictures as below are requested:

Picture 1: Picture of the empty container. The interior of the container and its condition can be clearly seen.

Picture 2: Picture of the loading process. Load 1/3 of the goods and take a picture.

Picture 3: Load 1/2 container and take another picture.

Picture 4: After loading all the cargo into the container, take a picture with the doors of the container opened. The position of the loaded cargo can be clearly seen (especially the order of the stacking of the goods at the door of the container).

Picture 5: Right door closed. The container number and the weight displayed on the door must be shown clearly.

Picture 6: Both doors of the container are fully closed. The location of the seal can be clearly seen (when facing the door, the seal must be put on the left handle of the right door. The position of the remaining unsealed bolts should be ideally tied with iron wire, and the redundant fish tail of the wire cut off in order to further prevent any access to the cargo).

Picture 7: One close-up of the seal. The seal number can be clearly seen on the picture. Note that the correct position for the seal is on the left handle of the right door.

Picture 8: Lift the container up and take a photo of the bottom side of the container in order to show that the floor is intact, and all cross beams are in good condition.

The principal carries full responsibility for correctness of provided documentation. TCE bear no liability in case of incorrect, insufficient and/or delayed documents.

If information on principal's documents is missing or incorrect, problems at customs may occur. In such cases the principal is held liable. Customs authorities are allowed to check containers during transport anytime.

Occurred costs by customs inspection are on the expense of the cargo owner, which means the principal or consignee have to cover them. These costs may vary from case to case and will be invoiced retrospectively as per outlay.

If carriage was booked as SOC shipment, principal shall provide containers in a safe cargo-worthy and WWT (water-wind-tight) condition in accordance with UCIRC standards and having a CSC plate valid for at least 120 days. If principal couldn't provide clean and safe container or his CSC plate is expired or missing, owner shall repair the container and principal shall be responsible for all

reasonable and documented repair works, cleaning or CSC plate renewal expenses.

Upon delivery to consignee, principal shall assume any and all responsibility arising from possession or utilization of the container and indemnify the owner, including its agents, against any and all liability resulting from the container usage by the principal.

The principal is responsible for ensuring that TC-Container from which goods have been unloaded, was left in a clean and cargo worthy condition (including the removal of labels). TCE will re-invoice the principal with any cleaning costs and other expenses that may have incurred by failure to do so.

The principal has the right to inspect the container before the pick-up of the container from container terminal. If the provided container is defective, damaged, polluted, or unsuitable for the carriage of goods, it has to be rejected and claimed immediately. The principal has to notify TCE prior to collection so TCE can swap the container to avoid additional charges. If the principal accepted released container "as is" without taking clear pictures of container condition before and during loading and after unloading, TCE reserves the right to hold the principal liable for the damages claimed by TCE's nominated container depot at the place of destination.

In the event that repairs are performed by principal, principal shall abide by repair standards as per UCIRC and material must be of similar quality and type as material removed. Repairs, when complete, are subject to acceptance by owner, such acceptance not to be unreasonably withheld.

19. TCE is not obligated to load or unload the goods in transit, unless it is explicitly (in writing) agreed by a declaration signed on both sides. TCE is not liable for damage which occurred during the loading or unloading process or because of defective packaging or due to circumstances during the loading or unloading process.

20. In any case, the principal carries the responsibility for the proper stowage, loading, packaging and load securing. This also applies if the loading was carried out by a third party. The principal guarantees that upon handover of the preloaded freight car/container/loading unit, the content has been loaded and secured. The stowage/loading/package and load securing must be carried out according to the UIC loading guidelines/package guidelines. Shipments that are transferred via the normal gauge/wide gauge crossover must be loaded according to the UIC loading guidelines until the transfer terminal. From this transfer terminal onward, the loading and load securing is carried out according to the SMGS provisions. The principal must guarantee to comply with road police regulations and motor vehicle regulations as well as ensure loading suitable for transport and load securing when loading road vehicles/trailers/swap bodies. The principal ensures that the packaging and securing of loading units is suitable for transport. The principal further ensures that the content of the sealed containers is packed, stowed and secured suitably for transport.

21. All containers/loading units must be secured with a solid padlock. When facing the door, the padlock must be put on the left handle of the right door. The position of the remaining unsealed bolts should be ideally tied with iron wire, the redundant fish tail of the wire cut off in order to further prevent any access to the container. The principal must ensure that this lock was attached prior to the handover to transport and that the container/loading unit was appropriately secured. The liability of TCE is excluded without exception for loss or damage in connection with the transport of containers/loading units which are handed over for transport without appropriate anti-theft protection (e.g. solid padlock on the rear doors etc.). It is the claimant's responsibility to provide proof that the container/loading unit was handed over in a secured condition (including padlock etc.).

22. The liability of TCE is excluded for damages in connection with the use of open freight cars (damages on containers, road vehicles, trailers, swap bodies etc.).

23. TCE reserves the right to assert an appropriate i.e. a locally customary demurrage per commenced hour, provided that the waiting time did not incur because of fault of TCE. The principal is liable for all waiting times, also in particular for late arrival at the transfer stations. TCE is entitled to pass on all costs in connection with delays or waiting times to the principal according to the outlay or the locally customary amount.

24. The principal must immediately release TCE upon request from claims (of whatever kind), tariffs, taxes and other charges. The principal is liable for his statements and bears all consequences resulting from incorrect, inaccurate, incomplete or missing statements. The same applies to the documents required by the customs and administrative authorities for the transport, including their delayed transmission. Without prior agreement TCE will not act in the completion of these formalities and will not be liable for the incorrect collection of fees, taxes, duties, etc. by these authorities. Changes to orders and instructions will only be accepted if made in writing in due time. TCE acts within the scope of possibilities and regulations existing for the respective carrier. Costs for change instructions and cancellations shall be borne by the principal.

25. The principal obliges to prepare all freight documents and the RID- classification correctly and truthfully. The principal must inform TCE in good time about all obligations subject to public law (including tax law and customs law) which are associated with the possession of the goods. The principal is liable for all consequences of omission.

26. TCE has a right of lien and a right of retention over the goods or other things which are in its power of disposition on account of all due or not yet due claims which are due to TCE resulting from the current contract.

27. The liability of TCE conforms to the provisions of the AÖSp, provided that bilateral mandatory legal provisions (e.g. CIM, CMR etc.) do not override. All deadlines, in particular notice of defects and claim assessment deadlines, limitation of liability and disclaimer of liability (including the AÖSp) apply without exception as far as it is legally admissible, unless the principal, claimant proves that the damage is incurred through an action or omission of TCE which either happened with the intent to cause such damage or happened recklessly and with the awareness such damage is probable to occur. The claimant bears the burden of proof for this qualified degree of fault.

28. An agreement on a value and interest declaration is not possible. TCE disagrees with any kind of declaration of value or interest; in particular those that could increase the liability limits provided in the international conventions. The announcement of an order value, value of goods does not lead to a declaration of value or declaration of interest. The agreement on a declaration of value or interest can, by way of exception, only be made via an explicit agreement in writing, signed by authorised signatories of both companies on a certificate.

29. The principal must inform TCE in a customary manner in good time about all obligations subject to public law which are associated with the possession, holding of the goods. The principal has additionally an obligation to warn regarding special characteristics of the freight. Therefore, the principal must announce separately (in writing) to TCE and also note in the consignment note if the value of the goods exceeds 17 units of account (SDR) per kilogram, if it is a matter of dangerous goods or waste, if a special risk of theft is associated with the cargo and the like. The principal is liable for all consequences of omission.

30. The declared loading and unloading dates as well as communicated schedules are not delivery dates but rather

approximate standard values/standard transit times. Loading and unloading dates or delivery deadlines are only available if an agreement is reached on a written certificate which is effectively signed by both parties. Delivery dates are suspended on Saturdays, Sundays and public holidays. Any transit time in the offer is an estimation based on experience bearing no legal or contractual obligation, and furthermore, it is an indication generated by considering block-train availabilities.

31. All claims against TCE become time-barred, independent of the degree of fault, within 6 months from the time of knowledge, upon delivery at the latest.

32. This agreement and all disputes between TCE and the principal are governed by Austrian law, excluding the provisions of the international private law (IPR). Any disputes between the parties, including, without limitation, disputes on the existence of this agreement or on separate contracts entered into by the parties in execution of this agreement, shall be decided exclusively by the competent court having subject-matter jurisdiction for the municipality of A-1220 Vienna. The contract language shall be German and English respectively, whereby the German version shall prevail.