

Dear Operators

Please find enclosed the rates for Rail Terminal Rzepin and empty depot services. The rates we are offering will be valid till 31-12-2024.

Tariffs:

Handlings

Location	Handling size type	per move
RTR	Container size 20/30/40/45 ft	€ 22.00
RTR	HP-trailers	€ 37,50
RTR	Non HP-trailers	€ 50.00

Train costs

Location	Description	in	out
RTR	Administration fee and use of the tracks	€ 50.00	€ 50.00
RTR	Shunting train	€ 950.00	€ 950.00
RTR	wagon parking	at request	at request
RTR	shunting single wagon	€ 135,00 / h	€ 135,00 / h

Storage at the Terminal

Type	Day's	per TEU
Containers		Free (incl. day arrival and day leafing)
	➤ 3	€ 5,00 / day
Trailers (in combi with train)		Free (incl. day arrival and day leafing)
	➤ 2	€ 10,00 / day
Trailers parking (No train)	Every day	€ 15,00 / day

A day is from 00:00-24:00, the day of arrival is day 1

Other services

Surcharges charges (when applicable):

Description	
Administration costs (ADR/waste/reject trailer/extra inspection)	€ 15.00
Dry cleaning (inside container/trailer)	€ 20.00
Remove sticker	€ 10.00
Apply sticker + delivery sticker	€ 15.00
Repairing trailer/container on station	€ 50,00 / h
Repairing trailer/container on terminal (excl. shunting)	on request
Rescue trailer/container from broken wagon (excl. shunting)	€ 50,00 / unit
Use of Terminal Truck or Forklift Truck (incl. Driver)	€ 40,00 / h
Other services ((Reefer/Degassing/Customs)	on request
Trucking rate	on request

Discount on the above prices is only negotiable from 2 or more trains with contracted fixed quantities per train.

General remark:

This translation in English is for convenience only. All agreements are based on the one and official Dutch version 'Algemene voorwaarden BTT and this English version has no legal ground whatsoever

Terms & Conditions:**Article 1. Relevancy General Conditions**

- 1.1 As part of the BTT group the 'general conditions of BTT' are applicable on all agreements (hereafter called 'the agreement') of Rail Terminal Rzepin (hereafter called 'RTR') with the principal.
- 1.2 These general conditions can be read and requested for on the website of RTR (www.railterminalrzepin.com) or (www.bttmultimodal.nl) and will be sent upon request at no cost.
- 1.3 Unless specifically agreed otherwise upon in writing, the 'general conditions of BTT' are applicable.

Article 2. Additional General conditions

- 2.1 In addition to these general conditions, subject to the nature of the activities the following conditions are applicable:
 - de Nederlandse Expeditievoorwaarden van de Fenex d.d. 1 juli 2004 (Fenex Forwarding Conditions)
 - de Bevrachtingsvoorwaarden 1991 (cargodoors conditions 1991)
 - for repair of containers de Metaalunie voorwaarden (Metaalunie conditions)
 - for storage and handling: de Rotterdamse Stuwadoorscondities (Rotterdam stevedore Conditions)
- 2.2 All in 2.1. described conditions that are applicable and can be read at the website of BTT (www.bttilburg.nl) and also can be sent upon request at no cost.

Article 3. Transportation conditions/tariffs

- 3.1 Unless otherwise agreed upon every single agreement with the principle applies to every type of container , for which the applicable tariffs refer to.
- 3.2 At the sole discretion of RTR the transport will be executed via rail or inland navigation (Intermodal transportation). In the event that transport by road will be applicable the tariff of road haulage will be agreed upon and that rate will be applicable.
- 3.3 At the location where either loading or unloading will take place the respective container must be reachable by truck.
- 3.4 The maximum loading/offloading time is 2 hours. In the event this time frame is exceeded RTR will charge to the principal the waiting hour tariff, as mentioned in the tariffs.
- 3.5 All tariffs are offered excluding VAT, unless otherwise agreed upon in writing.
- 3.6 All tariffs are based upon loading in the city of Rzepin, unless otherwise agreed upon in writing.
- 3.7 Transportation orders must be ordered in writing, by fax, email or in a digital format as specifically described beforehand.
- 3.8 A fuel surcharge clause is applicable for every agreement.
- 3.9 Rates offered by RTR are valid until the end of every calendar year. As from January 1 of a new calendar year the newly offered tariffs will be applicable. In case no agreement can be reached for these new tariffs both the principal and RTR have the right to terminate the agreement with a notice period of fourteen days.
- 3.10 In case of externally caused cost increases RTR has the right to adapt the tariffs accordingly. RTR will inform the principal in time. In case no agreement can be reached for these new tariffs both the principal and RTR have the right to terminate the agreement with a notice period of fourteen days.

Article 4. Special requirements

- 4.1 In case the principle has special requirements, wishes or instructions in respect to e.g. delivery date/time and/or customs clearance, the principle has the obligation to express those in writing to RTR.
- 4.2 Loading and unloading agreements/requirements on a specific hour or time by the principle, may cause surcharges of the tariffs. The level of the surcharge is depending on the extra service RTR has to offer.
- 4.3 Signed proof of deliveries (P.O.D.) will be sent to the principle only on request. Costs for a structural sending of the P.O.D. will be calculated in the tariffs.

Article 5. Hazardous Goods, Waste or other goods that needs an registration

- 5.1 The shipper/consignee or the party that supplies hazardous goods, Waste and other goods will remain, at all times, responsible for the correct stickering, packaging, supply of transportation documents, shippers declaration and so called dangerous goods leaflets, subject to and in all the required languages.
- 5.2 Subject to the chosen routing/destination a hazardous goods, Waste or other goods, surcharge is applicable on the transportation costs and will be charged to the principal.

Article 6. Payment Conditions

- 6.1 On all invoices a payment term of within 14 days after day of invoice, is applicable. Payments have to be in the possession of RTR within that time frame. The in this article described payment term is final, and as a result of that all payments due, can be claimed immediately.
- 6.2 Whenever the payment term is expired and no (complete) payment has been received by RTR, the legal interest and administration costs will be charged, calculated of the amount not received.
- 6.3 The principle is, by law, in summary offence. An additional summation or a lack interview is not required. RTR has the right to suspend further execution of its obligation of the agreement.
- 6.4 Complaints by the principle need to be addressed to RTR within eight days after date of invoice. If not received within this period of time, the claim becomes invalid and will not be taken into consideration.

Article 7. Liability

- 7.1. Our liability is limited to the in article 2 described additional general conditions, when applicable.
- 7.2. In the event these additional general conditions are not applicable, we have a limitation of liability € 10,000 per event or series of events with one and the same cause of damage, subject to major negligence or acts on purpose, up to the amount paid by our liability insurers. Indirect damage is at all times excluded.

Article 8. Applicable law and choice of court

- 8.1 In all our agreements and conditions the Law of The Netherlands is applicable.
- 8.2 In case of any disputes between RTR and the principle only the Court in the city of Breda (The Netherlands) is competent.