General Terms and Conditions (GTC)
of Raillogix B.V., version 5 October 2026

Clause 1 Scope

(1) These General Terms and Conditions ("**GTC**") are used by Raillogix B.V., having its registered office at the Waalhaven O.z. 83 K, 3087BM Rotterdam, registered with the Chamber of Commerce under no. 24436167.

(2) Raillogix is a logistics services provider using railway as the backbone for providing its services and products. Raillogix integrates services and to that end, may enter into contracts with railway undertakings *(spoorwegondernemingen)* and logistics providers. It is understood that Raillogix is not a railway undertaking, nor a wagon keeper *(houder van wagons)*, nor an ECM.

(3) The GTC apply to all quotations, offers, confirmations, deliveries, agreements, the performance of work as well as to any and all other factual acts, legal acts and legal relationships in connection with or arising out of Services at the instructions of any party ("**Principal**").

(4) Unless explicitly provisioned in these GTC, the applicability of any of Principal's general terms and conditions, or any industry terms and conditions whatsoever, is explicitly rejected.

(5) To the extent that the GTC apply to an agreement, they shall continue to apply without exception to any and all current and future Services supplied or to be supplied and agreements concluded between Raillogix and Principal.

(6) If Raillogix does not invoke any of the provisions of the GTC in one occasion, such shall not constitute a waiver by Raillogix of its right to invoke the provisions of the GTC in other or similar occasions.

(7) The GTC supersede all previous written, oral or tacit agreements between Raillogix and the Principal.

Clause 2 Definitions

(1) **ADN:** the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways dated 26 May 2000.

(2) **ADR:** The Agreement concerning the International Carriage of Dangerous Goods by Road.

(3) **CIM**: COTIF, Appendix B, The Uniform Rules concerning the Contract of International Carriage of Goods by Rail.

(4) **Clause:** a clause in these GTC.

(5) **CMR:** the Convention on the Contract for the International Carriage of Goods by Road.

(6) **DCC**: Dutch Civil Code.

(7) **ECM (entity in charge of maintenance):** an entity in charge of maintenance of railway vehicles within the meaning of Article 14 of Directive (EU) 2016/798 of the European Parliament and of the Council of 11 May 2016 regarding railway safety (Railway Safety Directive) and articles 36 and 38 of the Dutch Railway Law (*Spoorwet*).

(8) **GCU:** *General Contract of Use for Wagons* (GCU) as a multilateral contract based on the international convention COTIF 1999 Appendix D, CUV. These can be downloaded from http://www.gcubureau.org.

(9) **GTC**: these general terms and conditions.

(10) **Intermodal Transport Unit(s)**: containers, swap bodies, semi-trailers or similar loading units.

(11) **Principal:** as defined in Clause 1(3).

(12) **Raillogix**: Raillogix B.V., having its registered office at the Waalhaven O.z. 83 K, 3087BM Rotterdam, the Netherlands, registered with the Chamber of Commerce under no. 24436167.

(13) **Railway Vehicle(s)**: Mobile equipment running exclusively on rails, moving either under its own power (locomotive, railcar and driven bodies) or being hauled by another vehicle (coaches, non-driven bodies, vans and wagon).

(14) **RID**: COTIF, Appendix C. The Regulation concerning the International Carriage of Dangerous Goods by Rail.

(15) **Services:** all carriage, forwarding, logistics coordination, storage, transhipment, customs or administrative assistance, terminal coordination, shunting service, reconsignment and ancillary services supplied or arranged by Raillogix.

Clause 3 Formation of agreements

(1) All quotations and offers made by Raillogix, both verbally and in writing, are non-binding and can be revoked by Raillogix at any time until they are accepted by the Principal in writing or email and any such acceptance by the Principal shall form a legally binding agreement between the Principal and Raillogix.

(2) In the absence of written or email acceptance, a legal binding agreement between the Principal and Raillogix shall come into existence if Raillogix commences the performance of the Services.

(3) Changes or supplements to the GTC and/or an agreement between Raillogix and the Principal only bind Raillogix after written confirmation by an authorised representative of Raillogix and only relate to the agreement concerned.

Clause 4 General

(1) Delivery periods, timetables, transit times, departure times and arrival times, are, unless otherwise

agreed upon in writing, solely indicative and for information purposes only. A failure to meet an indicated time or period does not constitute non-performance by Raillogix.

(2) Raillogix shall at all times be at liberty to engage third parties for the performance of the Services.

(3) Raillogix shall only perform reconsignment (*doorzending)* Services if explicitly agreed upon in writing. If Services entail reconsignment, Principal is held to explicitly mention this on the consignment note.

(4) Under no circumstances shall Raillogix agree to value declarations (e.g. ex art. 24 CMR / art. 8:1106 DCC / 34 CIM / art. 8:1582 DCC) and/or to a special interest in delivery (e.g. ex 26 CMR / art. 8:1107 DCC / art. 35 CIM / art. 8:1583 DCC). Declarations on the consignment note to this extent made by or on behalf of the Principal do not have any legal effect.

Clause 5 Legal capacity

(1) All Services are provided by Raillogix as freight forwarder (*expediteur*), except in the following circumstances where Raillogix acts as carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*):

(a) to the extent that Raillogix expressly agrees in writing to act as a carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*);

(b) where a transport document is issued in respect of any element of the Services, which provides that Raillogix contracts as carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*); or

(c) where Raillogix is held by a court of competent jurisdiction to have acted as carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*).

(2) Without prejudice to the generality of Clause 5(1):

(a) the charging by Raillogix of fixed prices for any Services shall not in itself determine or be evidence that Raillogix is acting as a freight forwarder (*expediteur*) or carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*) in respect of such Services;

(b) Raillogix acts as a freight forwarder (*expediteur*) where it procures a transport document between a party, other than Raillogix, and the Principal, including where the transport document provides that a member of the group of entities to which Raillogix belongs, contracts as carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*).

(3) Where and to the extent that Raillogix acts as a freight forwarder (*expediteur*), it has the express authority of the Principal to:

(a) enter into contracts with third parties on the Principal's behalf as may be necessary or desirable to fulfil the Principal's instructions, whether such contracts are subject to the trading conditions of such third parties, or otherwise, including any transport document issued by such third parties, and Raillogix will sign such contracts for and on behalf of the Principal; and

(b) do such acts so as to bind the Principal by such contracts.

(4) Where and to the extent that Raillogix acts as a freight forwarder (*expediteur*):

(a) it acts solely on behalf of the Principal in securing contracts with the third parties referred to in Clause 5(3), so that direct contractual relationships are between the Principal and such third parties even where a contract is signed in the name of Raillogix; and

(b) it shall not be liable for the acts and omissions of such third parties.

(5) Where and to the extent that Raillogix contracts as carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*), Raillogix shall have the full liberty to perform the Services itself or to subcontract on any terms whatsoever the whole or any part of the Services to any subcontractors.

(6) Unless agreed otherwise in writing, where and to the extent that Raillogix contracts as carrier (*vervoerder*) or railway undertaker (*spoorvervoerder*), Raillogix shall be entitled to perform the Services by any route, means or parties and to do such acts as in the opinion of Raillogix may be necessary or incidental to the performance of Raillogix's obligations.

Clause 6 Cancellation by Principal

(1) When Principal cancels any Services agreed upon, whether in whole or in part, Raillogix is entitled to charge cancellation fees in accordance with the following terms:

(a) cancellation less than 24 hours before scheduled start of the specific Service: 90% of the agreed upon rate, excluding any applicable subventions;

(b) cancellation 24 hours or more and less than 48 hours before scheduled start of the specific Service: 85% of the agreed upon rate, excluding any applicable subventions;

(c) cancellation 48 hours or more and less than 72 hours before scheduled start of the

specific Service: 60% of the agreed upon rate, excluding any applicable subventions;

(d) cancellation 72 hours or more before scheduled start of the specific Service: 35% of the agreed upon rate, excluding any applicable subventions;

(e) if the process of loading of containers on a Railway Vehicle has started, cancellation is no longer possible and 100% of the agreed upon rate, excluding any applicable subventions, can be charged upon such cancellation or no show.

(2) In the event of cancellation of a Service which forms part of a roundtrip, cancellation of that Service shall consist of the cancellation of that roundtrip.

(3) In the event of cancellation, Principal, without prejudice to Raillogix's rights under Clause 6(1) and Clause 6(2), is held to compensate all costs and damages incurred and to be incurred by Raillogix.

Clause 7 Rerouting

(1) Raillogix may reroute, divert, reschedule or otherwise modify the Services where reasonably necessary due to weather, works, congestion, infrastructure or terminal disruption, lack of capacity, authority decisions, safety concerns or any other circumstance affecting the agreed performance. The Principal shall reimburse Raillogix for all reasonable additional costs incurred or committed as a result, including additional transport, infrastructure, terminal, handling, storage, waiting, personnel and administrative costs.

(2) Raillogix shall inform the Principal in advance where reasonably practicable but may act without prior notice or approval in urgent operational circumstances.

(3) Except where prohibited by mandatory law, Raillogix shall not be liable for any delay, deviation, loss or damage as a result of such rerouting.

Clause 8 No-show and departure delay

(1) If the Principal does not make goods, Intermodal Transport Units, Railway Vehicle and/or any other agreed upon equipment available to Raillogix at the agreed upon time, Raillogix shall at all times be entitled to partially or wholly terminate the agreement for convenience *(opzeggen)* or cease to provide the (specific) Service*,* without affecting the Principal's obligation to pay the agreed upon freight amount.

(2) Without prejudice to Raillogix's right to terminate the agreement for convenience *(opzeggen)* pursuant to Clause 8(1), if the agreed upon departure time is changed or delayed for reasons not solely attributable to Raillogix, including the reasons as mentioned in Clause 8(1), the following shall apply:

(a) When the agreed upon departure time is delayed by a maximum of two (2) hours, Raillogix is entitled to charge an additional fee of 10% of the agreed upon rate;

(b) When the agreed upon departure time is delayed by between two (2) and twelve (12) hours, Raillogix is entitled to charge an additional fee of 25% of the agreed upon rate;

(c) When the agreed upon departure time is delayed by more than twelve (12) hours, Raillogix is entitled to charge an additional fee of 90% of the agreed upon rate;

(3) In the event of a delay in departure time and/or termination for convenience by Raillogix in accordance with Clause 8(1), Principal shall in addition be held to compensate all costs and damages incurred and to be incurred, unless the delay or cancellation is solely attributable to Raillogix.

Clause 9 Principal's general obligations

(1) The Principal represents and warrants that it shall fully and completely fill out the consignment note in accordance with all legal requirements. The Principal is responsible for all costs, losses and/or damages incurred by Raillogix caused by an irregular, incorrect, or incomplete consignment note. In the event of any discrepancy between what is agreed upon and what is shown on the consignment note, the agreement shall prevail.

(2) The Principal shall ensure that all goods, Intermodal Transport Units and Railway Vehicles are accompanied by complete, correct, valid and timely documents, declarations, consignment notes, customs documents, permits, certificates and information required for the Services. Where seals are legally required, agreed or operationally necessary, the Principal shall apply correct and intact seals before handover and record seal numbers accurately in the transport documents. Missing, incorrect or broken seals, invalid documents or incomplete information shall be for the risk and account of the Principal. Raillogix may refuse or suspend Services and recover all resulting costs and losses.

(3) Principal shall at all times be responsible for providing Raillogix with all information and documentation required for the provision of Services, including, without limitation, customs documentation. Raillogix shall under no circumstances be held to verify the accuracy, completeness, validity or adequacy of any documentation and/or information provided.

(4) Principal represents and warrants that the instructions given to Raillogix reflect all measures and actions to be taken to ensure proper performance of the Services.

(5) Principal represents and warrants that it, the goods and/or any Railway Vehicles or Intermodal Transport Units made available to Raillogix shall at all times comply with all applicable laws, statutes, rules, regulations, standards and requirements and that the goods are properly packaged, in good, undamaged

condition and do not pose any safety hazards to people, property and/or the environment.

Clause 10 Railway Vehicles and Intermodal Transport Units provided by Raillogix

(1) Principal represents and warrants that it shall use Railway Vehicles and/or Intermodal Transport Units provided by or on behalf of Raillogix solely for the purpose agreed upon.

(2) If the Principal instructs Raillogix to provide for Railway Vehicles and/or Intermodal Transport Units, the Principal guarantees the correctness, accuracy, and completeness of any instructions given, in particular with regard to the suitability of the Principal's order for the intended transport and the required quantity and the weight of the container, through VGM certificate if available.

(3) The Principal is held to inspect Railway Vehicles and/or Intermodal Transport Units for their suitability for their intended purpose, technical adequacy, damages, defects and cleanliness as well as for other possible shortcomings in regard to their use. Principal shall not use any Railway Vehicles and/or Intermodal Transport Units that prove to be unsuitable on the grounds of the inspection referred to above. The Principal shall immediately notify Raillogix of any objections.

(4) The Principal is responsible for ensuring that Railway Vehicles and Intermodal Transport Units from which the goods were unloaded are returned to the agreed transfer location or terminal, ready for use, in the same state and condition as received, disinfected and cleaned in accordance with the regulations and complete with separate parts, and within the agreed time period. If the Principal fails to fulfil this obligation, Raillogix will charge the ensuing costs to Principal, without prejudice to Raillogix’s right to claim damages.

Clause 11 Railway Vehicles made available by the Principal

(1) If Railway Vehicles made available by the Principal are used on behalf of Raillogix as a means of transport, the latest version of the GCU shall apply. Raillogix has the right to deviate from the GCU. If and insofar as the GTC differ from the regime of the GCU, the provisions of the GTC shall prevail.

(2) The GCU can be viewed, saved and downloaded through this link: https://gcubureau.org/contract/.

(3) Principal warrants that it shall only make Railway Vehicles available whose keepers have joined the GCU.

(4) The Principal represents and warrants that all Railway Vehicles made available by it are assigned to an ECM, are registered in the European Vehicle Register and meet all applicable requirements, including, without limitation, deployment and maintenance requirements.

(5) Principal is obliged to provide Raillogix with ISO/ILU codes in accordance with IDO 6346 (IMGB) and EN 13044 / UIC IRS 50596 (Continental Units).

(6) If the Principal makes a Railway Vehicle available to Raillogix for transport that has not been allocated to an ECM or that otherwise proves to be deficient in terms of deployment and/or maintenance, legal, or operational requirements, Raillogix may exclude this Railway Vehicle from the Services, including in particular an intended transport. Principal will reimburse Raillogix for all related costs incurred. Raillogix's ability to exclude a Railway Vehicle from the Services will not affect the Principal's liability for the use of such a Railway Vehicle made available by him to Raillogix. If Raillogix nevertheless deploys such an ECM-less or otherwise defective Railway Vehicle in terms of deployment or maintenance requirements, then this deployment, including, for example, fines from safety authorities, will be at the expense and risk of the Principal.

(7) Raillogix and its subcontractors shall at all times be free to exclude Railway Vehicles from the provision of Services when it deems that the Railway Vehicle does not meet the requirements of the GTC, GCU or ECM.

(8) Raillogix and its subcontractors shall at all times be at liberty to place any Railway Vehicles and/or Intermodal Transport Units provided by Principal outside and on unguarded rail infrastructure.

Clause 12 Loading and unloading

(1) The Principal is responsible for loading and unloading of the goods. When loading and unloading, the Principal shall adhere to all applicable regulations, instructions, safety protocols, codes of practice and conduct, including, but not limited to the UIC Loading Guidelines for International Rail Freight Transport. This obligation also applies to loading and unloading at any terminal, regardless of which party instructed the terminal and regardless of who has provided the load planning. As such the Principal is liable for any damage which may occur to the Intermodal Transport Units and Railway Vehicles during any terminal handling.

(2) The Principal shall immediately take appropriate corrective measures at Raillogix’s request:

(a) If there is a material difference between the goods agreed and those actually loaded;

(b) If the profiles allowed for the planned route are exceeded;

(c) If the total permissible weight for any Intermodal Transport Unit and/or Railway Vehicle is exceeded, or

(d) If the type of goods or the way in which they have been loaded impedes the transport.

(3) After loading and unloading, Principal shall at its own risk and expense take appropriate measures to return the loading and unloading areas to a clean, unpolluted condition.

(4) If the agreed loading periods are exceeded, Raillogix may charge demurrage charges for the Railway Vehicles and Intermodal Transport Units provided by Raillogix, as well as other costs and damage. Raillogix will not be liable for any demurrage charges and /or related costs and/or damages, irrespective of whether (at first instance) addressed to the Principal, Raillogix or otherwise.

Clause 13 Raillogix's inspection rights

(1) Inspections performed by Raillogix shall be accepted by Principal as conclusive evidence and binding.

(2) Raillogix has the right, but not the obligation, to inspect goods, Intermodal Transport Units and Railway Vehicles for their suitability, state, condition and, where applicable, weight and quantity.

(3) If, at Raillogix's sole opinion, goods, Railway Vehicles and/or Intermodal Transport Units are in a defective, damaged or deteriorated state, could potentially cause harm or damage persons, property and/or the environment or could be in breach of any laws, statutes, rules, regulations, standards or requirements or in breach of the agreement, Raillogix shall have the right to refuse to perform Services, with Principal being liable for all costs and expenses incurred as a result.

(4) In addition, Raillogix has the right, but not the obligation to inspect any seals affixed by or on behalf of Principal. Raillogix shall have the right to wholly or partially terminate the agreement for cause *(ontbinden)* or cease to provide the (specific) Service in case it deems that a legally required seal is missing or broken, with Principal being liable for all costs and expenses incurred as a result.

Clause 14 Dangerous Goods

(1) Raillogix shall only perform Services with respect to dangerous and hazardous goods if agreed upon in writing in advance. If agreed upon, Raillogix shall be entitled to charge an amount of at least EUR 950 for each inspection of the legally required 8-hour inspections of the hazardous substances.

(2) The Principal shall adhere to and comply with the applicable legal regulations concerning the transport of dangerous and hazardous substances and high risk goods including RID, where road legs are involved, ADR, and where inland barge legs are involved, ADN, and shall provide all information, documents, placarding, packaging, safety equipment and instructions required by law and by Raillogix.

(3) When Services entail carriage of dangerous or hazardous goods, all costs and expenses connected therewith shall be for risk and account of Principal.

(4) Principal shall indemnify Raillogix from and against all third party claims, including but not limited to penalties and fines imposed by enforcement bodies, arising out of Services with respect to dangerous or hazardous goods.

Clause 15 Fees, invoicing and payment

(1) Raillogix will invoice the fees for the provided Services (the "Fees"). The Fees shall, unless explicitly stated otherwise, at all times be exclusive of VAT or any other applicable tax, levy or duty.

(2) Raillogix is entitled to charge Principal for any and all taxes, levies and/or duties imposed with respect to the performance of Services, as well as for any unforeseen costs not attributable to Raillogix, including increases thereof.

(3) Raillogix is also entitled to charge Principal for any fines incurred in connection with the Principal's failure to comply with its statutory obligations, including but not limited to its loading obligations, certification and licensing obligations, and customs or other tax obligations

(4) Any costs incurred in connection with the use of the infrastructure, including the use thereof at the station of departure or arrival, port charges and other additional charges, taxes and/or customs charges shall be invoiced separately.

(5) Any amounts due pursuant to Services supplied by Raillogix shall be paid by Principal within 14 days of the date of Raillogix's invoice, without any right of deduction, discount, withholding, set off or suspension. Objections to an invoice must be made in writing within fourteen days of the invoice date and shall not suspend the payment obligation. After expiry of that period, the Principal shall be deemed to have accepted the invoice amount, unless mandatory law provides otherwise.

(6) Principal is held to fully reimburse Raillogix's extrajudicial and judicial collection fees, including attorney fees, if Principal fails to pay any amounts due.

(7) Prices may be subject to any surcharge(s) for any reason whatsoever as may be introduced by Raillogix from time to time. Such surcharges may (without limitation) arise from any disruption to Raillogix, howsoever caused, including in relation to changes in the manner or rate of taxation, energy price fluctuations, labour issues or disputes, congestion, rerouting, emergency risks, government or supra-national mandates, capacity or equipment issues or any other cause whatsoever, which affects Raillogix or any subcontractor in performance of any Services. Surcharges may be added to the prices in any amount in Raillogix's sole discretion.

(8) Unless agreed otherwise, payment to Raillogix shall be made in euros. In cases where currency conversion is required for the calculation of the price and agreed between the parties, the conversion costs shall be fully born by the Principal.

Clause 16 Termination

(1) Raillogix is entitled to terminate the agreement for cause *(Dutch: ontbinden)* and/or stop to provide the Services with immediate effect if:

(a) Principal fails to fulfil any obligation arising out of or in connection with the agreement, regardless of whether the failure to fulfil the obligation is attributable to Principal or not, on the condition that Raillogix gave written notice of the default to Principal and provided at least 14 days calendar days from the date of the written notice to remedy the default, and Principal failed to remedy such default within the given term.

(b) the provision of Services could potentially cause harm or damage to persons, property and/or the environment or could be in breach of any laws, statutes, rules, regulations, standards or requirements;

(2) Furthermore, either party may terminate the agreement for cause *(Dutch: ontbinden)* and/or stop to provide the Services with immediate effect if:

(a) the other party has a receiver, trustee in bankruptcy or administrator appointed, or a request thereto is filed with regard to the whole or a material part of its undertaking or assets;

(b) the other party petitions for or is granted a suspension of payment;

(c) the other party passes a resolution for winding up or if a court shall make an order to that effect; and/or

(d) the other party submits a statement in accordance with art. 370 of the Dutch Bankruptcy Act *(Faillissementswet)* or in the event the court appoints a restructuring expert (*herstructureringsdeskundige)* pursuant to art. 371 Dutch Bankruptcy Act or any similar procedures or acts in other jurisdictions.

(3) Termination for cause *(ontbinding)* does not affect any obligations or liabilities that have accrued up to the date of termination, including Raillogix's right to claim damages in respect of any breach of the agreement or the law existing at the time of termination.

Clause 17 Right of suspension

(1) Without prejudice to Raillogix's other rights pursuant to the GTC, Raillogix may, at its discretion, suspend the performance of its obligations if:

(a) the Principal is in default in the fulfilment of any of its obligations under the agreement or any previous agreement, regardless of whether the default is attributable or not; and/or

(b) the Principal fails to meet the conditions set by Raillogix for acceptance to provide the Services (with regard to, for example: payment, place where the goods are offered for transport, the supply or stating of data, use of a consignment note, packaging, content, weight and dimensions).

Clause 18 Security rights

(1) Raillogix has a right of retention *(retentierecht)* and a right of pledge (*pandrecht*) in respect of all properties, documents, goods and funds that Raillogix directly or indirectly has at its disposal or will obtain for any reason or for any purpose whatsoever, for any and all claims it has or may obtain against the Principal. The Principal also expressly grants a right of pledge on all trademarks and other intellectual property rights attached to the goods.

(2) It is explicitly understood and agreed that Raillogix may also exercise the right of retention against the Principal in respect of claims arising from earlier agreements, regardless of their nature or the time at which such claims originated. In addition, Raillogix may exercise the right of retention against the consignee. This right of retention may also be exercised by subcontractors of Raillogix.

(3) Principal explicitly waives any rights of retention and any other security right. In addition, Principal does not have the right to suspend its performance, nor the right to set off its claims.

(4) Upon Raillogix's first demand, Principal shall furnish security for any amounts owed or to be owed by the Principal to Raillogix, as well as for any costs paid or to be paid by Raillogix to third parties or government authorities and other costs that Raillogix incurs or expects to incur, including, without limitation, taxes, levies, fines and duties.

Clause 19 Customs and other administrative regulations

(1) The Principal is responsible for the customs documents required for transport. Raillogix may terminate or suspend the Services in case the customs documentation is invalid.

(2) In the event of an inspection by customs or other authorities in relation to the Services or the goods transported, Raillogix will charge the costs incurred to facilitate the inspection to Principal. If an inspection is to take place at a specific inspection location other than the rail freight locations agreed upon, the Principal shall arrange and pay for the transfer to and from this location and the facilitation of the inspection under its own management.

(3) The Principal shall reimburse and indemnify Raillogix for any amounts to be claimed by any government body, including, without limitation, import duties,

excise duties, VAT/turnover tax, agricultural refunds, costs of official activities and fees arising out of or in connection with the Services.

(4) Raillogix shall in no event be responsible and/or liable for any damage resulting from failure to comply with or properly comply with any administrative, fiscal or customs formalities or requirements, including, without limitation, any claims arising from customs clearance.

Clause 20 Raillogix's liability

(1) When Services entail carriage of goods, the following provisions, including, without limitation, liability provisions, shall apply:

(a) in case of domestic carriage of goods by road in the Netherlands, the most recent version of the Dutch General Transport Conditions ("*Algemene Vervoerscondities 2002*") applies, with the exclusion of the rules on the settlement of disputes included therein;

(b) in case of international carriage of goods by road, the CMR Convention applies, with the exclusion of the rules on the settlement of disputes included therein;

(c) in case of international carriage of goods by rail, the COTIF-CIM 1999 applies, with the exclusion of the rules on the settlement of disputes included therein;

(d) in case of national carriage of goods by rail in the Netherlands, the title 8.18 and 8.19 of the Dutch Civil Code applies;

(e) **in case of national carriage of goods by rail within Germany, liability for loss or damage to goods is limited to 2 special drawing rights per kilogramme of gross weight of the goods;**

(f) in case of carriage of goods by air, the 1999 Montreal Convention applies, with the exclusion of the rules on the settlement of disputes included therein;

(g) in case of carriage of goods by sea, the Hague Visby Rules applies, with the exclusion of the rules on the settlement of disputes included therein;

(h) in case of carriage of goods by inland waterway, whether national or international, the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) applies.

(i) in case of multimodal carriage of Goods:

(i) if the place of loss, damage or delay is known, Raillogix is liable for loss of and/or damage to the goods and/or delay in delivery of the Goods in accordance with the provisions of Clause 20(1)(a)-Clause 20(1)(h), whichever of these provisions apply to the transport mode during which the loss, damage or delay occurred; and

(ii) if the place of loss, damage or delay is not known, Raillogix is liable for loss, damage and/or delay unless Raillogix proves it is not liable in accordance with the provisions of paragraph Clause 20(1)(a) - Clause 20(1)(h) on liability. If Raillogix is liable pursuant to this paragraph, Raillogix's liability shall be limited in accordance with the set of provisions mentioned in paragraph Clause 20(1)(a) - Clause 20(1)(h) applicable to the last mode of transport before the damage was detected, to be awarded to Principal.

(2) When Services entail freight forwarding (*expeditie*), the provisions of the most recent version of the FENEX Dutch Forwarding Conditions (*FENEX Expeditie Voorwaarden*) apply, with the exclusion of the rules on the settlement of disputes included therein.

(3) Raillogix shall not be liable for any and all damages, losses, expenses, claims, levies, breaches of contract, taxes and/or fines falling outside the scope of Clause 20(1) and Clause 20(2), unless caused by the fault or negligence of Raillogix itself. When Raillogix is liable pursuant to this Clause 20(3), its liability shall at all times be limited to EUR 10,000.00 (ten thousand euros) per event or series of events with one and the same root cause, save where the damage results from intent (*opzet*) or gross recklessness (*bewuste roekeloosheid*) on the part of Raillogix or its managerial subordinates.

(4) Raillogix shall, regardless of the nature of the Services agreed upon, never be liable for any indirect or consequential losses and/or damages whatsoever, including, without limitation, loss of production, business interruption, loss of profit, loss of time or any other indirect or consequential loss.

(5) Raillogix is not liable for any damage to and/or loss of Railway Vehicles and/or Intermodal Transport Units provided by Principal. Furthermore, Raillogix shall under no circumstances be liable for any damage to or loss of railway infrastructure.

(6) Raillogix may perform or arrange the Services through third parties, including railway undertakings, road carriers, terminal operators, infrastructure users, warehouses, agents, customs service providers and other subcontractors. To the maximum extent permitted by law, Raillogix shall not be liable for acts or omissions of such third parties beyond the amount and conditions for which the relevant third party can be held liable to Raillogix. All defences, exemptions, exclusions and limitations available to Raillogix under these GTC and applicable law shall also apply for the benefit of Raillogix's

employees, directors, agents, subcontractors and other auxiliary persons.

(7) The Principal shall notify Raillogix immediately by telephone or e-mail of any loss, damage, delay, incident, contamination, seal irregularity, equipment damage or other circumstance that may give rise to a claim or may affect the Services to be provided and shall confirm such notification in writing as soon as possible but no later than seven calendar days after the event or after the time at which the event could reasonably have been discovered. The Principal shall proactively give Raillogix and its insurers a reasonable opportunity to inspect the goods, Railway Vehicles, Intermodal Transport Units, seals, documents and location concerned. Failure to comply with this Clause shall release Raillogix from liability to the extent Raillogix is prejudiced in its investigation, mitigation, defence or recourse position, unless mandatory law provides otherwise.

(8) Raillogix shall not be liable for any failure, delay, deviation, damage, refusal, suspension or discontinuation of Services caused by circumstances beyond its reasonable control, including war, armed conflict, terrorism, sabotage, cyber incident, epidemic, pandemic, natural disaster, extreme weather, fire, accident, derailment, infrastructure failure, network congestion, terminal congestion or closure, lack of rail paths, decisions or restrictions by infrastructure managers, railway undertakings, terminals, ports or authorities, strikes, lockouts, labour shortages, energy shortage, sanctions, export or import restrictions, border closures or other governmental measures. During such event, Raillogix's obligations shall be suspended. The Principal shall remain liable for all Services already performed and all costs reasonably incurred or committed. If the event continues for more than 30 days, Raillogix may terminate the affected Services without liability.

Clause 21 Principal's liability

(1) Principal shall be liable for all losses and/or damages incurred by Raillogix (including, without limitation, material and immaterial damages, consequential damages, fines, interest, and penalties) arising out of or resulting from any violation of any obligation of whatsoever nature by Principal.

(2) Principal shall be liable for all losses and/or damages incurred by Raillogix (including, without limitation, material and immaterial damages, consequential damages, fines, interest, and penalties) caused by the goods or by any Railway Vehicle or Intermodal Transport Unit.

(3) Principal is liable for any and all damages and/or losses to Railway Vehicles and/or Intermodal Transport Unit made available by or on behalf of Raillogix. Regardless of whether the damages and/or losses are suffered by Raillogix itself, parties explicitly agree that Raillogix may claim these damages and/or losses from Principal.

(4) Principal shall indemnify and hold Raillogix harmless from and against any and all third party claims connected with or arising out of the goods, the Services, the GTC and/or the agreement, including, without limitation, claims from employees and auxiliaries of both Raillogix and Principal.

(5) The Principal shall fully indemnify Raillogix from any and all claims arising out of or connected with the non-compliance of a Railway Vehicle or Intermodal Transport Unit with the requirements of the GTC, the agreement or the law, including, without limitation, fines from safety authorities.

(6) The Principal is liable for any and all direct, indirect and consequential damage and loss to or with the Railway Vehicles and/or Intermodal Transport Units caused by the Principal or by a third party acting on the Principal's or any of the Principal's customers' (or their customers) instructions, whether or not an auxiliary person.

(7) The Principal is liable for any damage which may be directly or indirectly caused by the handling of any Railway Vehicle and/or Intermodal Transport Units at any terminal or any other facility where Raillogix or any of its subcontractors are required to visit to carry out any (part) of the Services, regardless of whether the Principal has instructed such terminal or not. In case Raillogix or any of its subcontracted railway undertakers receives a notification from Prorail's Quo Vadis system that one or more Railway Vehicles has an axle overload, this will constitute conclusive evidence that the concerned Railway Vehicle has indeed one or more overloaded axles and is therefore considered to be overloaded at the last terminal or other facility visited.

Clause 22 Insurance

(1) The Principal shall maintain adequate insurance for all risks allocated to it under any agreement with Raillogix and these GTC, including cargo, equipment, Railway Vehicle, Intermodal Transport Unit, dangerous goods, environmental, customs, delay, terminal handling and third-party liability risks. On first request, the Principal shall provide Raillogix with copies or certificates of relevant insurance policies and proof of premium payment. Raillogix shall have no obligation to insure the Principal's goods, Railway Vehicles, Intermodal Transport Units or other property.

Clause 23 Safety

(1) In compliance with applicable laws and regulations, including the Network and Information Security Directive or subsequent national legislation ("NIS2"), Raillogix will implement technical and organisational security measures to ensure the continuity, integrity and security of its digital systems and services as best as possible. In connection with risk assessments or audits, including assessments and/or audits within the meaning of NIS2, Raillogix may request the Principal to cooperate and/or provide information. The Principal is obliged to provide the requested cooperation in a timely and complete manner. The same applies to the requested information,

unless this is demonstrably in conflict with any statutory provision.

(2) If Raillogix is obliged to report an incident under NIS2, it will do so in accordance with the statutory provisions. Where appropriate, Raillogix will inform the Principal, provided this is permitted by law and relevant for the performance of the Contract.

(3) The Principal recognises that no digital system is completely immune to disruptions and security incidents. Raillogix will not be liable for direct or indirect damages resulting from cyber-attacks, digital disruptions or disruptions in IT systems and/or for damage caused by other types of security incidents that are beyond Raillogix' reasonable control.

(4) The Principal is responsible for implementing and maintaining adequate organisational and technical security measures. These are always in accordance with the applicable regulations, including NIS2.

(5) The Principal will notify Raillogix as soon as possible of any security incident, including an incident within the meaning of NIS2. In doing so, the Principal will comply with the laws and regulations, including notification and other provisions from NIS2. If the Principal fails to provide such a security notification to Raillogix in a timely and correct manner, he will be liable for any damage incurred by Raillogix as a result.

Clause 24 Time bar

(1) Unless otherwise provided for by mandatory law, any and all claims against Raillogix shall be time barred *(vervallen)* by the mere expiry of a period of 12 months from the date on which the claim arose.

Clause 25 Modification and updates

(1) Raillogix reserves the right, at its sole discretion to amend, modify, or update these GTC at any time. Any such amendments, modifications, or updates shall become effective thirty (30) days after being published or otherwise made available by Raillogix through its usual communication channels, including publication on https://www.raillogix.com/terms-and-conditions/ or direct communication to the Principal, and all agreements concluded by Raillogix and the Principal (the "Effective Date").

(2) Subject to Clause 29, the amended GTC shall apply to all agreements and individual orders that become legally binding on or after the Effective Date, including individual orders under existing framework agreements. Agreements and individual orders that became legally binding before the Effective Date shall remain subject to the version of the GTC previously applicable to them, irrespective of when the Services are performed, unless expressly agreed otherwise in writing..

Clause 26 Transfer of rights

(1) Raillogix is entitled to assign, sell or transfer, in whole or in part, any rights and obligations under any agreement concluded with Principal.

(2) Principal is not entitled to, and is not allowed to, assign, sell or transfer any of its rights, interests or obligations to third parties.

Clause 27 Confidentiality

(1) Unless otherwise agreed, the existence of an agreement between Raillogix and the Principal, and all information pertaining to it are confidential. This information may not be made public or used for purposes other than those for which this information has been given, unless the information is already publicly available or if the parties are bound to make it public by virtue of the law or a court order.

Clause 28 Severability

(1) If any provision of this GTC is found to be invalid or unenforceable in any respect in any jurisdiction:

(a) the validity or enforceability of such provision will not in any way be affected in respect of any other jurisdiction;

(b) the validity and enforceability of the remaining provisions are not affected, except if this GTC reasonably fails in its essential purpose without the unenforceable provision;

(c) the remaining provisions will be construed as if such invalid or unenforceable provision was not contained herein; and

(d) such provision shall be substituted by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

Clause 29 Order of precedence

(1) In the event of any conflict between one or more provisions of a legally binding agreement between Raillogix and the Principal, the GTC, a mandatory or contractually incorporated provision of law or international convention in any country in which Services are provided, the GCU, the following order of precedence applies:

1st: the relevant mandatory provision of the international convention or national law concerned for the relevant Service;
2nd: the legally binding agreement between Raillogix and the Principal;
3rd: these GTC;
4th: the contractually incorporated transport convention or statutory transport regime for the relevant mode or Service; and
5th: the GCU to the extent applicable.

Clause 30 Personal data and data protection

(1) Raillogix processes personal data in the context of its services, including the transport of goods by rail, in accordance with applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR).

(2) The personal data processed by Raillogix includes contact details, reservation information, payment details and, if applicable, camera footage or location data. This data will be used exclusively for the performance of the contract, the improvement of services, compliance with statutory obligations and - if justified - for security and fraud-prevention purposes.

(3) Raillogix must take all appropriate technical and organisational measures to secure the personal data against loss or any form of unauthorised processing. Raillogix will not retain personal data for longer than is necessary for the purposes mentioned above, unless a statutory retention obligation applies.

(4) Raillogix may engage third parties (for example, IT service providers or subcontractors) in the processing of personal data. Where necessary, processing agreements are concluded with these parties in accordance with article 28 of the GDPR.

(5) The Principal has the right to access, rectify, erase or transfer his personal data, as well as the right to object to processing. A request to this effect can be submitted via the contact address stated in the privacy statement. The privacy statement used by Raillogix is published at https://www.raillogix.com/privacy-statement/.

Clause 31 Applicable law and dispute resolution

(1) These GTC, the Services and/or any legal relationship ensuing thereof, including any question regarding its existence, validity or termination, shall be governed by Dutch law.

(2) Any dispute which may arise in connection with the GTC, the Services and/or any legal relationship ensuing thereof shall be exclusively settled by the competent court in Rotterdam, the Netherlands. If the jurisdiction provision of article 31 CMR / 46 CIM is mandatorily applicable, the Court of Rotterdam, the Netherlands, shall have non-exclusive jurisdiction instead.