

ANNEX. GENERAL CONDITIONS INTERMODAL TRANSPORT

These conditions apply to international intermodal traffic with origin in Spain (Valencia/Tarragona) and destination in the

United Kingdom or Germany and vice versa.

Trains frequency and transit times

We enclose frequency, time tables and cut off times of actual trains.

Transfesa Logistics offers one frequency for its Uk Corridor.



The departures from Spain, origin Almussafes /Valencia, take place Thursdays. Cut off time: 12 pm. Arrival to Uk is estimated on Mondays at 09 am.



The departures from UK, Origin Dagenham/ London take place Fridays. Cut off time: 15 pm. Arrival to Spain is estimated on Monday at 22 pm.

The Tarragona Connection is planned weekly. Please, contact Customer Service for more information.

The German Corridor has one weekly frequency.



The departures from Spain, origin Almussafes /Valencia, take place Thursdays. Cut off time: 12 pm. Arrival to Germany is estimated on Mondays at 06 am.

The departures from Germany, origin Colonia take place Fridays. Cut off time: 19 pm. Arrival to Spain is estimated on Mondays at 22 pm.

Transfesa periodically reviews train capacity to run and its calendar due to banks holidays, strikes or any other circumstance that may affect the standard planning.

If you require further information, please contact our customer service department:

Customer Service Spain: <u>customerservice.es@transfesa.com</u> Customer Service United Kingdom: <u>tfukadmin@Transfesa.com</u> Customer Service Germany: <u>customerservice.de@transfesa.com</u>

The transit time forecasted may be affected by works on the railway infrastructure, strikes in transit countries, weather conditions that prevent and/or hinder movement, which are considered force majeure.

In the case of perishable merchandise, Transfesa Logistics will not be responsible for damage to it for a transit time of less than 96 hours above the estimated transit time.

Pre-reservation of space on the train – Booking

To arrange the pre-booking in the train, the following information must be sent to our customer service email (email depending on country of origin)

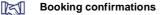
- Customer/customer code
- Number of units
- Type of equipment required (type of box in case of limitation by the shipper: swap body, sea container)
- Origin-destination of the goods
- Estimated date of loading at origin
- Type of good

The pre-booking must be arranged in the two weeks prior to the train departure. The deadline must be on Tuesday of previous week (w-1) at 12:00 PM latest.

The arrangement of the pre-booking implies the full acceptance of our general terms and conditions, which can be consulted on our website:

https://www.transfesa.com/en/general-terms-and-conditions-for-customers/ https://www.transfesa.com/en/international-intermodal-transport/





On Wednesday of previous week of train departure., the bookings for the following week trains will be confirmed. The deadline is at 3:00 PM.

Transport order by the customer must be received before Friday at 12:00 PM. Otherwise the booking will be cancelled, leaving the slot available for customers who were left on hold. Attached you will find the document to arrange the Transport order.

Cancellation of Transport orders within the week of train departure must be notified to Customer Service with at least 3 days before the departure. Generally, no charge will be applied for cancelations notified before 72 hrs of departure.

Transport Planning

Once the Transport orders have been received, our Customer Service will contact the client to confirm the loading place and time slot for the booked train.

Depending on customs requirements (inspections, etc.), the shipper must adapt to the schedules requested by Transfesa to comply with the cut -off of the trains. Otherwise, some extra costs may occur due to custom operations that require a movement to a specific facility for the export or inspection.

According to the "Customs Management" Appendix, all necessary documentation for customs transit process will need to be received at least one day before the collection date, otherwise no UK destination cargo will be collected. In case of not being able to carry out the load for this reason, the cancellation policy mentioned above will apply.

According to the Appendix "Intermodal stowage procedure", the stowage responsibility for the goods falls on the shipper, who must send the stowage template of the goods and photographs with the standard stowage to Transfesa if required. If necessary, Transfesa is at your disposal to advise on the type of stowage best suited for rail transport through our Quality department.

The maximum weight indicated in the orders and accepted by Transfesa is mandatory.

Any incident during rail transport as a result of a poor stowage or overweight cargo will be revert to the customer.



APPENDIX 1 - CUSTOMS MANAGEMENT SERVICES

The following are the minimum obligatory requirements to be met in advance by the Client for the provision of the customs service by Transfesa Logistics. The documentation must be delivered by the Client to Transfesa Logistics at least 24 hours prior to collection of the goods. Any other period shall be expressly agreed upon and in writing.

In the case of missing or incorrect data or delay in the prior processing carried out by other parties, Transfesa Logistics

shall not be held liable for any delay and/or detention by the customs service and shall pass on any customs penalties, retention costs and operational costs (including the price of the transport service not performed for these reasons) to the Client.

- 1. Signed security declaration on compliance with good customs practices.
- 2. Provision of AEO registration number, where available.
- 3. Specification of all customs information for the goods to be carried.
- 3.1. Commercial invoices and/or customs invoice completed with all the details required by the law of the country where they are/it is submitted, including at least the following:
 - Details of the consignor (exporter), EORI
 - Details of the consignee (importer), EORI
 - Incoterm applicable
 - Value of the goods (with Incoterm CPT for exports and DAP for imports), packages, net and gross weight of the goods, description, and units of the goods by customs tariff
 - Payment currency

3.2. CMR or loading / unloading order

3.3. Waybill / packing list if required.

4. Definition of the customs and operating flow for the goods carried, including a clear definition of the customs services required. For those services directly managed by the client, adequate identification of the customs agents involved is required, thus ensuring the correct flow of information and customs management.

General tariff to apply, except agreement in the specific conditions of the offer.

| ESP - UK | CUSTOMS FORMALITIES | CUSTOMS FEE | |
|----------|---|--|---|
| SPAIN | EXPORT DECLARATION | 65 €uros each paperwork up to 3 lines | 4 €uros additional line |
| | TRANSIT T2 | 45 €uros T2 (up to 3 lines) | 4 €uros additional line. Destin8 cost included. If transit service is not required, destin8 cost must be payed as an additional services: 15 € (groupage not included). |
| | LAME | 15€ per declaration (up to 3 items) | 5 € additional items. |
| | % WARRANTY | 0,2 % over value of goods | |
| | PHYTOSANITARY INSPECTION UNLOAD CARGO FOR INSPECTION | 65,00 € 100,00 € | |
| | DEPOT | 75€/Day/Container | The fisrt 3 days free |
| | CLOSURE TRANSIT | 45 pounds per T2 (Up to 3 lines) | 4 pounds additional items |
| UK | IMPORT DECLARATION | 100 pounds (up to 3 items) | 4 pounds additional items |
| | DEPOT | 75 pounds per day/Container | The fisrt 3 days free |
| UK - ESP | CUSTOMS FORMALITIES | CUSTOMS FEE | |
| | EXPORT DECLARATION | 65 pounds each paperwork up to 3 lines | 4 pounds additional line |
| UK | TRANSIT T1 | 45 pounds /T1 Up to 3 lines | 4 €uros additional line. Destin8 cost included. If transit service is not required, destin8 cost must be payed as an additional services: 15 € (groupage not included). |
| | % WARRANTY | 0,2 % over value of goods | |
| | PHYTOSANITARY INSPECTION | 65 pounds | |
| | UNLOAD CARGO FOR INSPECTION | 100 pounds | |
| | DEPOT | 75 pounds per day / container | the first 3 days free |
| | CLOSURE TRANSIT | 45 €uros (up to 3 items) | 4 € additional line |
| SPAIN | IMPORT DECLARATION | 100 €uros (up to 3 items) | 4 € additional line |
| | DEPOT | 75€ per day / Container | The first 3 days free |

* The prices given here do not include taxes

- In the event of any legislative changes affecting the above conditions, these conditions and their prices may be modified in the same way

- Destin8 costs included in attached transit quotation. In case transit service is not required to Transfesa, Destin8 costs must be paid as an additional service: 15€ northbound and 15 pounds southbound (groupage Destin8 not considered in this quotation).



APPENDIX 2 - INTERMODAL STOWAGE CARRIED OUT BY THE CUSTOMER OR BY A THIRD PARTY DESIGNATED BY THE CUSTOMER

What is the intermodal stowage of goods in a ITU or transport vehicle?

It is the placement and fastening of the goods on the UTI or vehicle carried out by the Customer, either in his name or a third participant designated by the Customer (hereinafter, designated generically as the "Customer "), to prevent the goods from vibrating, moving, or destabilising the UTI or the vehicle endangering driving, both in road and rail transport.

The goods indicated in the loading order sent to Transfesa will be transported in an intermodal way (road and rail) and the Customer is aware of this circumstance.

2. How is the intermodal stowage of the goods carried out by the Customer?

The Customer must evenly distribute the weight of the goods in the ITU to avoid shifting of the load, overweight per axle in the wagons and swaying in the loading and unloading cranes necessary to transfer the goods from one mode of transport to the next.

It must be taken into account that, although the net weight of the goods does not exceed the maximum load, a poor distribution of the weights can cause an overweight or overweight per wagon axle, as well as its immobilisation and/or segregation of the single or double train (which may carry up to 2 ITUs) for railway safety reasons, in addition to other damages or extraordinary costs, which, for information purposes and not limited to, are the following:

- Change of the affected axle(s), requiring a crane and the movement of workshop staff to the affected wagon to carry out the operation.

- Repair (or loss) of the damaged axle(s).
- Transfer of the ITUs to a lorry.
- Possible redistribution of the load.
- Extra road transport of the goods to the final destination of the affected ITUs.
- Delay in the delivery of the goods with the consequent penalties for the final customer.
- Traffic safety risk
- Other...

3. Who is responsible for the intermodal stowage of the goods carried out by the Customer?

The responsibility for the inadequate stowage of the goods in the ITU or the vehicle will be the responsibility of the Customer and the latter will hold Transfesa harmless from any penalty that may be required of it, as well as from any damages, expenses and losses of any nature that may be caused by such non-compliance.

The following is a list of different reference cargo regulations to be taken in order to carry out a correct stowage:

- European Best Practice Guide on Cargo Securing for Road Transport 2014 <u>https://op.europa.eu/es/publication-detail/-/publication/30c7c1dc-f26e-44af-bd4c-2434b43edd7e</u>
- Loading regulations provided by the Railway Undertaking carrying out the rail transport. Which may be different depending on the Railway Undertaking carrying out the rail transport, but have as a common basis that dictated by the UIC: LOADING RULES by UIC (Railway) <u>https://uic.org/freight/wagon-issues/loading-rules</u>

In the event of an incident due to poor stowage or overweight, declared by a railway undertaking, authority or public administration, and that therefore resulted in the stoppage of the convoy, the Customer will be responsible for all damages that occur, as a result of incorrect stowage by the CUSTOMER, and will take charge, therefore, from any damage, extraordinary costs, expenses and damages of any nature that derive from said fault, keeping Transfesa harmless. Additionally, and in this sense, Transfesa will apply and invoice to the Customer, who consents by the mere fact of accepting the service, an automatic charge of €35,000 in occurrence of what is described above. Any amount given in payment of the service will be applied to the payment of this charge, leaving the debt maintained by the client for the provision of the service by Transfesa in full force.

In accordance with all of the foregoing, this document forms an integral part of the Offer made by Transfesa to the Customer and, from the acceptance of the offer, the Client declares that he knows and understands the stipulations contained in it on the ways in which the goods will be transported (road and train), the need for uniform distribution of weights in the UTI or the vehicle and the consequences of poor stowage.



APPENDIX 3 – ADDITIONAL COST SHEET

Additional costs in the road transport service (first and last mile) in Euros (€

| Concepto de coste | SP Valencia | SP Granollers | DE Alemania | UK Inglaterra |
|--|----------------|------------------|----------------|------------------|
| Additional Stop | 35 € | 77€ | 77€ | 56€ |
| Custom Stop | 39€ | 77€ | 77€ | 56€ |
| Additional hours (2 hours free hours). * Granollers: 1 free hour. | 39€ | 51€ | 77€ | 59€ |
| Delay / day (+ 6 hours) | 385 € | 506 € | 226 € | 594 € |
| Weekend: Sat and Sun + Local and/or national holidays | 83€ | 187€ | 253 € | 105€ |
| Overnight pickup/delivery (1). | 83€ | 193€ | 253 € | 108€ |
| Transhipment in warehouse $^{(1)}$. Standard rate for palletized merchandise | 92€ | n/a | 220 € | 99€ |
| Storage in terminal / day (2) 2 free days. Additional: extra handling charge €50. | 17€ | 52€ | 17€ | 12€ |
| Modification of order < 24 hr. Changes in the pickup / delivery address 24 hours before starting the service. ^{(2) (3)} | 35 € | 77€ | 77€ | 56€ |
| Cancellation transport < 24 hr. 100% on the road transport service. (3) | 100% | 100% | 100% | 100% |

Additional costs in the road transport service (first and last mile) in Pounds (£)

| Concepto de coste | SP Valencia | SP Granollers | DE Alemania | UK Inglaterra |
|--|----------------|------------------|----------------|------------------|
| Additional Stop | £29 | £64 | £64 | £47 |
| Custom Stop | £32 | £64 | £64 | £47 |
| Additional hours (2 hours free hours). * Granollers: 1 free hour. | £34 | £42 | £64 | £50 |
| Delay / day (+ 6 hours) | £321 | £422 | £188 | £495 |
| Weekend: Sat and Sun + Local and/or national holidays | £69 | £160 | £211 | £90 |
| Overnight pickup/delivery (1). | £69 | £110 | £229 | £110 |
| Transhipment in warehouse (1). Standard rate for palletized merchandise | £77 | £Ο | £183 | £82 |
| Storage in terminal / day (2) 2 free days. Additional: extra handling charge 44£. | £14 | £43 | £14 | £10 |
| Modification of order < 24 hr. Changes in the pickup / delivery address 24 hours before starting the service. ^{(2) (3)} | £29 | £64 | £64 | £47 |
| Cancellation transport < 24 hr. 100% on the road transport service. (3) | 100% | 100% | 100% | 100% |

Subject to availability.
 UK Day: 6:00 am - 19:00 pm // Night: 19:00 pm - 6:00 am.
 SPAIN Day: 6:00 am - 22:00 pm // Night: 22:00 pm - 6:00 am.
 Germany Day: 8:00 am - 18:00 pm // Night: 18:00 pm - 8:00 am.
 Booking modifications for pickups/deliveries that exceed 50 miles / 80 kilometres from the requested loading/unloading point.
 For reasons of the customer and unrelated to Transfesa Logistics



APPENDIX 4 – TRANSPORT ORDER



 Customer Service:

 Spain
 Customerservice.es@transfesa.com

 UK
 tfukadmin@Transfesa.com

Nº Unloading points: Date of Unloading:

Adress of unloading

Mode (A/C)

time:

Germany <u>Customerservice.de@transfesa.com</u>

INTERMODAL TRANSPORT ORDER

| DEST. COUNTRY | TRAIN DATE | |
|---------------|----------------------|--|
| CUSTOMER | № de Ref. Load | |
| - | Nº de Ref. Invoicing | |

| | CARGA |
|--------------------|-------|
| Nº Loading points: | |
| Date of loading. | |
| Time: | |
| Address of loading | |
| | |

2

1

3

Please, set the intermdiate points in order of loading

Contact of loading warehouse

| Good Descriotion | | |
|------------------|--|--|
| Type of good | | |
| Good description | | |
| Good HS code | | |
| Nº pallets | | |
| Gross weight | | |

Additional Equipment Requirements /Stowage Nº straps / corners / bars:

Addtional transport requirements

Please, set the intermdiate points in order of unloading
Contact of Unloading warehouse
Equipo necesario:
swap
Container
Mega
REEFER
temperature

DESCARGA

| CUSTOM SERVICE REQUIERED |
|--------------------------|
| Transit |
| Transit closure |
| LAME |
| Export |
| Import |
| Otros: |

Si lo desea puede solicitar este documento en formato en excel a nuestro Departamento de Customer Service