

Annex 2

General Terms and Conditions of KombiPort Kiel GmbH, Kiel

1. Scope of Application

- 1.1. Any service provided by KombiPort Kiel GmbH is subject to these terms and conditions. They also apply for any future business relationship even if the terms and conditions are not explicitly agreed upon another time.
- 1.2 The customer's terms and conditions only apply upon explicit written confirmation by KombiPort Kiel GmbH.
- 1.3 These terms and conditions do not apply for contracts with consumers. The consumer is a natural person concluding the contract neither for their commercial nor their self-employed vocational activity.

2. Scope of Services

- 2.1 KombiPort Kiel GmbH provides the following services:
 - Handling intermodal cargo
 - Transport-related interim storage of cargo
 - Storage of load units
- 2.2 Within these terms and conditions, KombiPort Kiel GmbH offers complementary services subject to separate agreement.
- 2.3 Load units according to these terms and conditions are:
 - Large containers (as to ISO standard)
 - Swap bodies (as to CEN standard)
 - Semi-trailers (as to StVZO).

Load units for unaccompanied combined rail-road traffic must have been technically approved for this kind of transport, i.e. the label about the codification or the Safety Approval Plate

on ISO-containers as to the Container Safety Convention is mandatory. The condition of the load unit leading to the approval for combined transport must not have been altered since.

3. Order Placement and Acceptance

- 3.1 The order with KombiPort Kiel GmbH must contain any information required for the proper execution of the order and must be placed in writing, via Fax or an electronic interface.
- 3.2 The execution and obligation of an electronic order placement is to be laid down in a separate agreement.
- 3.3 A written order confirmation by KombiPort Kiel GmbH for transport services will only be issued if agreed separately with the customer.
- 3.4 A written order confirmation by KombiPort Kiel GmbH for storage will be issued in any case.

4. Handling Services

- 4.1. Handling is defined as loading something from one means/mode of transport onto another (see GGBeFG § 2).
- 4.2 Crane operations begin as soon as the loading gear of the handling device has been lowered onto the load unit.
- 4.3 Crane operations cease as soon as the loading gear of the handling device has been untied, picked up and been freed from the load unit.

5. Storage

- 5.1 Storing means keeping goods for later use as well as handing them over to third parties. It includes making it available for onward transport in case this does not happen within 24 hours after its beginning or on the following working day. If this working day happens to be a Saturday, this term expires with the end of the next working day (see TRGS).
- 5.2 Storage services will be charged in line with the currently valid price list of KombiPort Kiel GmbH.

6. Transport-related Interim Storage

- 6.1 Transport-related interim storage is part of the transportation and includes temporary stay of load units on the operating site of KombiPort Kiel GmbH (see GGBefG § 2). The regulation applies to empty load units and such without dangerous goods alike.

7. Condition of the Load Units, Customer Liability

- 7.1 The load units must comply with the individually valid legal regulations and technical stipulations.
- 7.2 The customer is liable for any damage to KombiPort Kiel GmbH and third parties caused by improper condition of the load or load units.

The customer is liable for any damage caused by violation of his obligations even though it might not be his culpability.

- 7.3 KombiPort Kiel GmbH examines the condition of load units upon their receipt in line with the legal regulations.
- 7.4 In addition, KombiPort Kiel GmbH can inspect the load units on the delivery vehicle from the ground upon their receipt to see whether there are obvious defects and damages. KombiPort Kiel GmbH is neither obliged to verify the cargo, its packaging, stowage and fastening nor the respective indications by the customer nor the consigned documents.

8. Special Provisions for Dangerous Goods and Substances

- 8.1 Transport of load units containing dangerous goods (loaded and empty, non-cleaned load units, GGBefG § 2) is subject to the respective valid legal regulations.
- 8.2 KombiPort Kiel GmbH does not operate a hazardous materials warehouse. In case of an irregularity on a load unit containing dangerous goods there is a separate area for hazardous materials in Ostuferhafen and at Schwedenkai rigged for such cases.

9. Liability of KombiPort Kiel GmbH

- 9.1 KombiPort Kiel GmbH is liable:
- for storage according to §§ 467ff. HGB (German Commercial

Code);

- for any other services according to §§ 453ff. in relation with 407ff. HGB (German Commercial Code).

9.2 The liability for damages due to loss or damage is limited to 8.33 SDR/kg of the consignment's gross weight. This does also apply to damages caused during storage.

9.3 KombiPort Kiel GmbH's liability is limited to an amount of 1 million Euro or 2 SDR/kg, depending on which amount is higher, in any case of damage where only one claimant asserts a claim no matter for what legal reasons.

KombiPort Kiel GmbH's liability is limited to an amount of 5 million Euro or 2 SDR/kg of lost or damaged goods, depending on which amount is higher, in any case of damage where several claimants assert their claims relating to the same damage event (no matter for what legal reasons). If there is more than one claimant KombiPort Kiel GmbH is liable proportionately at the ratio of the claimants' claims.

9.4 The reliefs and limits of liability mentioned above do not apply if the damage has been caused:

- on purpose or through gross negligence of any bodies of KombiPort Kiel GmbH, their managers or agents, the latter at fulfilling a contractual main duty,
- in cases of §§ 425 ff., 461 ff. HGB (German Commercial Code) by bodies of KombiPort Kiel GmbH or persons as mentioned in §§ 428, 462 HGB on purpose or carelessly knowing that a damage is likely to occur.

10. Payment, Delay of Payment and Set-off

10.1 The currently valid tariff of KombiPort Kiel GmbH is the basis for the calculation of charges. Charges are to be paid in Euro and are invoiced plus the valid VAT.

10.2 Payment has to be transferred to an account stipulated by KombiPort Kiel GmbH at the cost of the customer and is due upon receipt of the invoice. Other modes of payment can be arranged in a separate agreement. In case of late payment, a default interest of 3% above the valid ECB interest rate will apply. For every written reminder dunning costs of 5.00 Euro will be charged.

10.3 Set-off or retention towards KombiPort Kiel GmbH is excluded, unless the counterclaim is undisputed or has been stated legally binding.

11. Limitation Period

- 11.1 Claims against KombiPort Kiel GmbH lapse within one year. Upon purpose or culpability comparable to purpose as in § 435 HGB the limitation period amounts to 3 years.
- 11.2 The limitation period begins with the expiry of the day where the load unit has left the handling terminal through the rail or road exit.

12. Court of Jurisdiction and Severability Clause

- 12.1. For any disputes arising from the contract, including counter-claims, exchange and cheque transactions, the sole court of jurisdiction is where KombiPort Kiel GmbH is registered.
KombiPort Kiel GmbH can also file a suit against the customer at his court of jurisdiction.
- 12.2 It is the applicable law of the Federal Republic of Germany that is valid for the legal relationship of domestic parties.
- 12.3 Should individual clauses of these terms be or become invalid or ineffective, the validity of the remaining provisions and clauses shall not be affected.

Kiel, 1st Januar 2015