

# CargoNet – Product Terms – 2023

## **The Product**

CargoNet guarantees confirmed space at the agreed time, as well as connection, weekday, last delivery time and first shipment time. The order includes transport between combi terminals, including handling on and off the waggon.

## **Ordering**

Our standard terms are as follows:

- Flex and Ocean bookings can be done via web-booking. Partner bookings can be done by mail to: [partner@cargonet.no](mailto:partner@cargonet.no)
- Orders can first be submitted 3 weeks prior to shipment.
- All bookings must be in writing.
- Our confirmation will be in writing (via web booking)
- For ordering space for hazardous goods transport, please see the relevant section below.
- The customer undertakes to submit correct weights. Weight adjustment must be done on our web booking before the unit arrives at the terminal. In cases of wrong weight information, CargoNet will correct the weight, and it will be invoiced in accordance with the price list for additional services.
- When ordering, the units must be ordered with ILU code
- Some trains are defined as “Prime-time trains” (Ekstra). These are highlighted in Loading-/Unloading times.
- For international traffic, see attached Customs Divisions terms.
- For continental traffic, see attached own product terms.

## **Confirmation of booking**

The CargoNet Customer Centre confirms web booking by sending the order number to the transport purchaser within 2 hours (during Customer Centre business hours). Manual booking by e-mail is confirmed by the Customer Centre by sending confirmation to the transport purchaser within 24 hours. See [www.cargonet.no](http://www.cargonet.no) for Customer Centre business hours.

*On delivery to Oslo Harbour the booking confirmation will specify delivery-time for Alnabru terminal.*

## **Finalise the booking**

The order number will be given upon finalisation of the web booking. Supplements, such as unit-ID, weight, and hazardous goods declarations (\*) must be submitted no later than one hour prior to arrival at the terminal. Finalisation takes place at the Customer Centre. The order number shall be given upon delivery at the terminal. CargoNet cannot guarantee loading and transport for bookings that have not been finalised one hour prior to the loading deadline.

\* The Customer Centre offer completing of hazardous goods information, and it will be invoiced in accordance with the price list for additional services.

## **Cancellation**

- All cancellations must be in writing.
- In the event of disagreement over the time of cancellation, it is the customer’s responsibility to document the time of the cancellation notification. This can be done by producing a log from our web booking system, an e-mail or fax receipt.
- Cancellation deadlines: see under the special terms per service levels (Partner, Flex, Ocean).

## **Delivery**

- *Incoming terminal:*

On delivery at the terminal, all vehicles will be directed to the cargo container loading point (train/depot), after stating the order number. For operational and safety reasons, we ask drivers to follow directions relating to the positioning of vehicles and drivers during loading and movement in the terminal area. For terminals, operating under TOS/GOS guidelines there will be different routines; these are to be found on the terminal terms for the Norwegian Railway authorities at <https://orv.banenor.no/terminalhandboken/doku.php?id=public:drift:TOS>

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- **Safety checks of cargo containers and semi-trailers prior to loading:**

All cargo containers and semi-trailers will be subject to a safety check prior to transshipment to ensure that units are safe for transport and can be carried by rail. See Appendix A to see what requirements are set for a unit in order for it to be regarded as traffic safety approved for transport on trains. If the units have deficiencies that involve a traffic safety risk, CargoNet will, depending on available time and personnel, try to rectify minor deficiencies before departure, to ensure the operation of the unit as agreed. Correction of deficiencies will be invoiced in accordance with the price list for additional services. Safety-related defects that cannot be rectified on site will be cause for refusal. CargoNet reserves the right to perform checks on content and load safety mechanisms if necessary.

All cargo containers and semi-trailers need correct labelling with unit number. CargoNet is not responsible for transport of units with lack of labelling. ILU-code is a requirement for all of our terminals. Specified loading times for train departures indicate the latest delivery of cargo to the crane / truck at the terminal.

### **Pick-up**

- **Upon arrival at the terminal:**

Before a unit can be taken from the terminal, the driver must show the customer, the container and vehicle numbers and identification and sign a receipt. The terminal crosschecks this information against orders registered by the customer to ensure correct delivery. In certain circumstances it may be necessary for drivers to show confirmation of a haulage order from CargoNet's customer in order to prevent incorrect delivery.

- **Pick-up checks:**

CargoNet's responsibility ceases as soon as the unit leaves the terminal through the gates. Unit checks are based on checks carried out by the driver. If a driver detects damage to a unit on receipt we ask that this be reported to counter staff before leaving the gates. We will then (together with the driver) complete an examination report/control form in the event of damage to cargo containers/cargo which will form the basis for any ensuing claims. We also ask drivers to observe and report any damage discovered during reloading.

The stated unloading start for train arrival indicates the earliest delivery of cargo from crane / truck at terminal.

### **Hazardous goods**

The terminals **will not store** units containing hazardous goods. For further information on transport of hazardous goods, please see CargoNet's General Transport Terms, article 7.

### **Deviations**

CargoNet offers to forward information regarding deviations that can lead to delivery delays. Please notify your contact person if you require this service.

CargoNet also informs about planned deviations in our timetable which is available at [www.cargonet.no](http://www.cargonet.no). Here, the production for all the weeks ahead is presented per route and train.

### **Additional Services**

Booked and / or completed transports are handled according to the current price list for terminal services in CargoNet. Booked and performed terminal services that are not defined in the price list are handled in accordance with local agreements with the provider at the respective terminals.

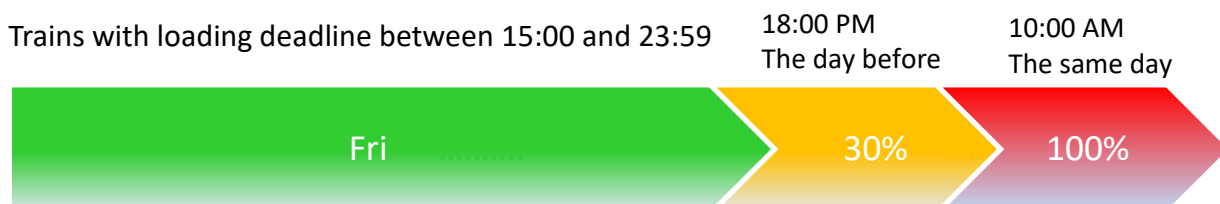
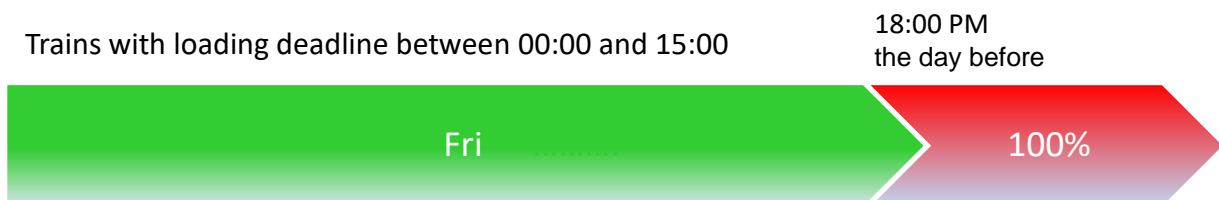
# Special terms per service level

## CargoNet Flex

### Cancellation deadlines

- Trains with loadingtime between 00:00 and 23:59
  - Cancellation is free of charge until 18:00 the day before
- Trains with loadingtime between 15:00 and 23:59
  - Cancellation is free of charge until 18:00 the day before
  - Cancellation between 18:00 the day before and 10:00, cancellation charge 30% of agreed shipping amount on the order, will be invoiced

Cancellation later than above mentioned times, 100% of the applicable customer price will be invoiced.



CargoNet cancellation deadlines will be valid with scheduled and occurred deviations unless other written information from CargoNet Customer centre.

### Unused space

Unused space is invoiced 100% of the agreed shipping amount on the order. A new booking must be made if unit (Unused space) is to be transported at a later date.

## CargoNet Partner

### Cancellation deadlines

- Train with loading deadline between 00.00 and 23.59.
  - If canceled earlier than 30 days before, 0% of the agreed shipping amount is invoiced.
  - If canceled later than 30 days before and at. At 18:00 the day before the loading deadline, 70% of the agreed shipping amount is invoiced.
  - If canceled after 18:00 the day before, 100% of the agreed shipping amount is invoiced

Trains with loading deadline between 00:00 and 23:59      30 days before      18:00 AM  
day before



CargoNet cancellation deadlines will be valid with scheduled and occurred deviations unless other written information from CargoNet Customer centre.

### Terms

Booking of a fixed capacity requires a written agreement between the Customer and CargoNet. The contract is a mutual obligation for the amount of space per shuttle per day. CargoNet Partner has a 1-month lock-in period. The contract is automatically extended for a new 1-month period if CargoNet has not received a cancellation of or amendment to the agreement one month prior to its expiration.

### Confirmation

Upon entering a CargoNet Partner agreement, the Customer has a confirmed amount of space per train to be used.

The CargoNet Customer Centre will confirm the amount of space /carriers for the entire contract period in our traffic system. Information on confirmed space and delivery references (order number) can be obtained from CargoNet's web booking ([www.cargonet.no](http://www.cargonet.no)).

### Cancellation of fixed space

The CargoNet Partner agreement is cancelled during periods around Easter, summer and Christmas (special traffic periods). Fixed space is to be ordered separately for these periods. Route plans for these periods shall be ready at the latest 6 weeks prior to the start of the particular period.

### Unused space

The customer shall inform CargoNet of space that will not be used.

In 2023 the periods are:

New Year 2022 / 2023: week 1

Easter: week 14 and 15

Summer: weeks 25-35

Christmas 2023 / 2024: week 51 and 52

Unforeseen jobs can shift the plan for the removal of permanent places. Notification of this will be done in good time.

## CargoNet Ocean

### **Terms**

For units transported under the Ocean agreement, CargoNet agrees to dispatch units from the departure terminal within 72 hours of being made available to CargoNet. Ocean is only offered on lines with daily departures.

Units are considered to be available to CargoNet:

- If the customer sees to delivery of the unit to the terminal, from the time the unit is registered at the terminal In-Gate.
- If CargoNet is responsible for delivery, from the time the unit is reported as cleared for pickup at the port terminal or similar.

It is up to the CargoNet Customer Centre to decide whether shipments can be approved for Ocean booking. The CargoNet Customer Centre will confirm bookings received and the time when units will become available. If CargoNet confirms booking after a unit has been made available, the 72-hour period will apply from the time confirmation is received.

When the final train departure time has been determined, the CargoNet Customer Centre will send a booking confirmation with an expected time of arrival.

### **Cancellation deadlines**

Same cancellation deadlines as CargoNet Flex

### **Unused space**

The customer shall inform CargoNet of space that will not be used. If space is not used, 100% of the the applicable customer price will be invoiced.