

# GENERAL CARRIAGE TERMS AND CONDITIONS FOR CARGONET AS



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## INNHOLD

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## 1 INTRODUCTION

These General Carriage terms and conditions apply to all agreements between the Customer and CargoNet AS when CargoNet transport Customers carriers in international and domestic intermodal traffic. Train traffic between Narvik and Alnabru via Sweden considered as domestic Norwegian traffic. Terms are applicable from 01.01.2024

## 2 ARTICLE DEFINITIONS

### 2.1 *What is meant by CN*

"CN" means CargoNet Group, which directly or via its agent, by the Customer or his representative, has been given the job of transporting one or more load carriers and issues the invoice related to this assignment.

### 2.2 *Who the Customer is*

"The Customer" is CN's employer and invoice recipient. The Customer is anyone who personally, or through an advance written or contractually specified representative, orders CN's transport of the load carrier and is thereby obliged to pay the freight charge. Only the Customer, and not, if applicable, his representative, is CN's contractual partner.

### 2.3 *Who the Customer`s representative is*

"The Customer's representative" – beside the representative with permission to enter into a CN agreement under Article 2.4 – is the person the Customer designates in writing as the "Consignor" at the shipping place and the "Consignee" at the destination place.

### 2.4 *What is meant by CN agreement*

"CN agreement" means a concrete carriage agreement between the Customer and CN on transport of one or more load carriers by railway or other means of transport according to these general terms and conditions.

### 2.5 *What is meant by Framework Agreement*

"Framework Agreement" refers to an advance general agreement between the Customer and CN on transport for the Customer.

### 2.6 *What is meant by the CN terms and conditions*

"CN terms and conditions" means these General Carriage Terms and Conditions. In addition, the terms and conditions include provisions for storage of load carriers before and after carriage and product terms.

### 2.7 *What is meant by intermodal traffic*

"Intermodal traffic" means the transport of loose, standardized load carriers used for shipping with at least two different means of transport. The load carrier, also called UTI (Unité de Transport Intermodal), whether it be a container, swap body or liftable trailer, must meet design standards according to NS/SS-EN 284 (swap body<7.83m), NS-EN 283 Testing of swap bodies, NS/SS-EN 452 (swap body>7.82m), NS/SS-ISO 668 and

1161 (containers) and UIC 596-5 (trailer), or corresponding approved constructions that are codified.

### **2.8 What is meant by Arrival**

The term "Arrival" is the time when the load carrier is ready for collection by the Customer at the agreed trans-shipment place or other agreed place.

### **2.9 When Takeover/Delievery takes place**

"Takeover" takes place when CN receives the load carrier. This occurs either when the load carrier is disconnected from the Customers vehicle and put directly on trains, when there is no physical disconnection or during inspection by CN. At the terminals where Bane NOR undertakes access control or where the Customer places the carrier directly in the depot, the unit is not considered acquired before CN has been picked up and inspected the unit in the depot. If the carrier contains hazardous materials or waste it must be inspected by CN before the Customer is allow to place the unit at the terminal. "Delivery" takes place when CN hands over the load carrier. This may occur either when the load is placed on the carrier, when the unit are transported and placed in the depot. The unit is considered transferred at ports when the unloading/loading is completed.

### **2.10 Transport responsibility period**

Transport responsibility Period is defined as the time from takeover to delivery as defined in article 2.9. Furthermore, the end of the transport responsibility period will be described in 5.1

### **2.11 What meant by ADR/RID**

By "ADR/RID" is meant ADR/RID the regulationd for road or rail transport of hazardous goods, the current version. . (Agreement on Dangerous Goods by Road / Regulations concerning the Intl Transport of Dangerous Goods by Rail).

### **2.12 What meant by UIRR Company**

By "UIRR company" is meant a company that makes transport agreements on the basis of UIRR terms (General Conditions of the International Union of Combined Rail and Road Transport Companies) or corresponding terms.

## **3 SCOPE OF AGREEMENT – OBLIGATIONS OF CONTRACTING PARTIES**

### **3.1 CN`s obligations**

Based on the CN agreement, CN is obliged

- to transport the delivered loaded or empty load carrier to the agreed reception point.
- prior to carriage by rail, to load the load carrier on the railway wagon, or if applicablereload it between two wagons and unload it from the wagon.Except in those cases when a siding is used without trans-shipment. Additional provisions related to ordinary wagon load traffic and full trains are attached to these transport terms.
- to inform the Customer or their representative of any irregularities that has occurred while the load carrier was under the CN agreement.

### **3.2 The Customer`s obligations**

On the basis of the CN agreement the Customer is obliged to

- deliver the load carrier at the agreed time at the agreed trans-shipment place or other agreed place,
- collect at the agreed time the load carrier at the agreed trans-shipment place or other agreed place, and
- pay freight and charges according to the CN agreement / CN price list.
- At his own risk the Customer shall undertake the connection and disconnection of load carrier and vehicle, particularly the release and fastening of fastening devices and undertake other preparations for shipping by rail or road (for example, adjustment of support legs and side or rear underrun protection for trailers).
- The truck driver and any assistants shall wear high-visibility clothing inside the place of loading and unloading. The Customer shall attend the loading/unloading, and possibly assist with screening, when loading directly from the vehicle.

### **3.3 Specification of representative**

Customers who do not deliver, collect the load carrier themselves shall specify the representative/ombud under Article 2.3 in the agreement, by separate letter or on the order in writing.

### **3.4 CN may choose means of transport**

CN has the option to choose other means of transport than the railway. For dangerous goods this shall take place in cooperation with the consignor.

## **4 ESTABLISHMENT AND ENTRY INTO FORCE OF CN AGREEMENT**

### **4.1 Contracting parties**

The CN agreement applies between the Customer and CN.

### **4.2 Use of subcontractors**

CN may use subcontractors to carry out jobs for the Customer. CN will remain the Customer's contracting party even though the subcontractor issues his own order or transport document to the Customer. For hazardous goods with high risk (pursuant to ADR/RID 1.10.3) the choice of subcontractor must be taken in cooperation with consignor.

### **4.3 CN agreement`s entry into force**

The CN agreement enters into effect when a written order is signed by CN or CN's representative and by the Customer or his representative.

CN may replace the signing with stamping, automated order registration, electronic receipt or in another established manner. The Customer's signing may only be similarly replaced if, in advance, and with CN's approval, he accepts in writing these General Carriage Terms and Conditions.

### **4.4 Customer`s acceptance of terms and conditions**

By submitting a written order the Customer accepts the CN terms and conditions in effect at any given time

#### **4.5 CN`s acceptance of transport**

CN's confirmation of the order consists, unless shown to the contrary, of a confirmation that the shipment has been accepted.

#### **4.6 Amendments to the schedule. Loading and unloading time**

CN reserves the right to amend the schedule every six months, cf. the semi-annual amendments to the schedule by the rail authority. CN reserves the right to cancel scheduled trains subject to 3 months' notice to the Customer. CN reserves the right to reduce the number of departures in periods of low influx, and to alter the deadlines for delivery and takeover (loading and unloading time) subject to 1 month's notice to the Customer. Shorter notice may be agreed upon with the Customer. In cases where the railway authorities change the route plan at short notice and this affected train times in CN, CN will not be liable to the customer for the consequences of these changes.

## **5 END OF CN AGREEMENT – STORAGE OF LOAD CARRIER**

### **5.1 End of CN agreement**

CN The CN agreement ends on the arrival date, either when the load carrier is delivered to or inspected by the Customer or the Customer's representative, cf. Article 2.9 or – if the load carrier is not collected – at the time the trans-shipment place closes, however no later than 00:00 (midnight). If the customer has not had a reasonable opportunity to collect the goods on the arrival day, or want storage in the period before departure, CN can undertake responsibility for storing load carrier cf. CN's product description. In any event the CN agreement's transport liability ceases on the day of arrival, and CN will in the subsequent period undertake a storage liability, cf. Article 7.4 as well.

### **5.2 Storage after agreement**

Should, by an agreement between CN and the Customer, the load carrier be stored by CN during the period before the shipping date or after the arrival date, CN is not liable for loss or damage to load carrier or goods that occur during this period. The Customer must insure load carriers and goods himself.

### **5.3 CSI Ports and security**

For transport to ports classified as CSI ports (clean shipping index), the Customer shall check to make sure that the seal securing the load carrier has been installed before delivery to the terminal. If the Customer does not comply with this and CN is therefore charged fees related to missing seals, CN has the right to pass on these fees directly to the Customer.

## **6 CONDITION OF THE LOAD CARRIER AND GOODS – LIABILITY OF CUSTOMERS**

### **6.1 Customer`s and liability for inform. /documents on load carrier/goods,**

By submitting a written order the Customer assumes liability for

1. ensuring that information on load carriers and goods, particularly the weight and nature of the goods, is correct and complete. This applies in those cases where the Customer himself has noted the information. If CN has noted the



information it is CN's responsibility that the information is correct. Nevertheless, the correctness of the information stemming from the Customer and noted by CargoNet is the responsibility of the Customer.

2. that all documents accompanying the load carrier and which are required by public authorities are correct and complete.
3. That all customs documents are correctly completed. And that all documents required to be attached by the national customs authorities are complete and sent over to CN. Furthermore, forms and forms that CN has requested to be filled in are correctly filled in and sent to CN before the train departs.
4. that any laws and regulations in the states affected by the transport route of the load carriers are similarly met.

Costs or penalty fees that CN incurs as a result of conditions regulated in points above will be charged to the Customer.

## **6.2 Customer`s liability for load carrier/goods**

With the delivery the Customer guarantees that the load carrier is suited for intermodal transport and that the load carrier as well as the goods contained the rein meet the current requirements for safe intermodal transport. The weight of the goods shall be evenly distributed among the load carriers. . The customer is responsible for covering damages with associated costs that are incurred by CN's material or 3 parties, and which can be attributed to the fact that the load carrier was not suitable for combined transport.

For the load carrier the term "suited" means that from a technical standpoint the load carrier is approved for intermodal transport, i.e. is equipped with sufficient codification labeling and/or, for ISO containers, is equipped with it / ic marking. Units with top lift (corner bracket up) must be equipped with a valid "Safety Approval Plate" in accordance with the Container Safety Convention and that the load carrier upon delivery and the swap body are in accordance with the requirements following from Article 2.7. Furthermore implies «suited»that the load carrier must in fact satisfy the requirements for combined goods traffic as well as the requirements CN requires at any given time for load carriers and semi-trailers upon delivery.

All load carriers must be subject to a control regime in which the safety condition is assessed. This shall include control of lifting devices.

It is the Customer's responsibility that it is only handed in for transport units where lifting devices are in accordance with the requirements in EN 283 and 284 as well as UIC sheet 596 - 5

Transported units that are not provided with codification signs according to UIC 596-6, and that exceed the SE-A load profile as indicated by the Directorate of Public Roads (Trafikverket) during rail transportation in Sweden, must be labelled with CargoNet's condition number for special transports.

The term "safe" means particularly that the condition of the load carriers and goods conforms to safety standards for transport and that particularly the packaging, stowing and securing of the goods in or on the Customer's load carrier meets the standards for intermodal traffic, particularly with respect to transport of liquid or temperature-sensitive goods. In addition to the weight being evenly distributed so that no imbalance occurs in the load carrier during loading and unloading, it is of great importance for transport safety that the weight is correctly stated by the customer. During transport with CN the Customer is liable for meeting the public laws and regulations in effect at any given time concerning the securing of cargo in addition to

follow the recommendations in "Sikring av last - forskrifter og veiledning" (Securing of cargo – regulations and guidelines), issued by the Directorate of Public Roads for shipments in Norway, and the regulations "Sikring av last" issued by the Directorate of Public Roads for shipments in Sweden. Requirements for load securing are for 1 G in both directions of travel and for 0,5 G broadwise. All doors and support legs shall be secured in at least two independent ways.

### **6.3 Customer`s liability for losses**

The Customer is liable for documented and foreseeable losses CN and any third party may incur in consequence of violation of the requirements in Articles 6.1, 6.2,7.2or 7.3, even though the loss did not occur during the Customer`s own handling.

As terms and conditions for the CN agreement, CN may demand proof that the Customer has insurance coverage for all liability in consequence of the first paragraph.

### **6.4 CN does not check the load carrier/goods**

CN is not responsible for checking the condition or suitability of the received load carrier for transport or the condition or nature of the goods/packaging (in or on the load carrier), the stowing or securing of the goods (in or on the load carrier), information given by the Customer or accompanying documents. CN nevertheless reserves the right, on the basis of spot checks, to check that cargo is properly secured, and that the customer has otherwise fulfilled his duties, including correct documentation. CN will use internally authorized controllers/inspectors to carry out such checks. As far as possible the customer will be warned of spot checks. The customer will always be warned when CN has a duty to do so. CN has a right to reject carriers and goods for transport that do not meet the requirements set out in these transport conditions. CN can also reject cargo carriers and goods that have damage/effects that may develop further during the transport assignment. CN can remedy such conditions at the Customer's expense for up to NOK 1,500 without notifying the Customer of this.

### **6.5 Liability for theft from carrier**

Thefts from carrier, which are the result of improper security measures, is the Customers responsibility.

### **6.6 External inspection of load carrier**

Upon delivery to CN, CN may (but is not obliged to) undertake an external inspection of the load carrier from the ground and note the information in the order form. Even if no information is provided about visible damage to the load carrier or missing parts when the load carrier is delivered by the Customer, the missing information is not proof that the load carrier was delivered to CN in an undamaged and complete condition. However, CN is responsible for proving that the damage was made before receiving the unit in CNs custody.

### **6.7 Checking of temprature settings**

It is the Customer`s responsibility to check temperature settings upon delivery of temperature-regulated load carriers to CN. If CN is to provide power to the load carrier at the terminal and/or during transport this must be agreed in writing in the order form. CN does not undertake temperature readings from takeover to delivery, unless this is specially agreed in writing.

## **7 DANGEROUS OR NOT PERMISSIBLE GOODS AND WASTE**

### **7.1 Report of carriage of dangerous goods**

Shipping load carriers (hereinafter referred to in this Article as “containers and vehicles”) Note the definitions in ADR/RID 1.2.1. When shipping hazardous goods with high risk (according to ADR/RID 1.10.3) the Customer shall provide notification of this no later than 24 hours before transport’s planned loading deadline, Sundays and holidays are not included. For dangerous goods not defined as hazardous goods with high risk, the customer shall give notification no later than one (1) hour prior to the transport’s scheduled loading deadline. Hazardous goods with high risk shall be delivered on the shipping date, unless otherwise agreed with the individual terminal. Transportation of dangerous goods will be subject to National and international laws and regulations on the transport of dangerous goods.

### **7.2 Not permissible goods**

The Customer shall only use load carriers that are permitted for transporting dangerous goods on the form of transport utilized. The material shall meet current national and international rules on the carriage of dangerous goods. CN does not accept the transport of Class 7 dangerous goods (radioactive material) above category 1 white, cf. ADR/RID. It is not permitted to transport the substances and products listed in RID 1.1.4.4 on the railways. Furthermore, any other substances listed in RID under “Not permitted for transport” are not permitted on intermodal transports on railways.

### **7.3 Customer`s obligations**

When booking space for containers and vehicles with dangerous goods the Customer is obliged to submit, goods declarations and special agreements in accordance with Article 5.4 of ADR/RID documentation. If the documentation is lacking or insufficient, the unit cannot be received for transport.

### **7.4 Immediate collection of load carrier**

CN is free to make any decisions at the expense and liability of the Customer should a container and vehicle with dangerous goods not be collected within a reasonable time, including (but not limited to) storage on the wagon or in another place, return, unloading or destruction of goods and container and/or vehicle. The Customer shall if possible be contacted for disposition order. Hazardous goods with high risk shall be collected on the day of arrival, unless otherwise agreed upon with the Customer. The Customer will be charged for extra costs incurred in relation to storage, including security services.

### **7.5 Measures taken with collected of dangerous goods**

CN will provide on request information on goods that may not, or only on certain conditions, be transported, regardless of whether or not the goods are dangerous. Among others, this will include special shipments requiring the implementation of special measures for carrying out transport. For goods that can only be accepted on certain conditions a separate supplementary agreement shall be signed.

### **7.6 Customer`s liability for loss, and for having insurance coverage.**

The customer is liable under the ordinary law of damages vis-à-vis CN for all losses that CN may suffer in consequence of the goods’ hazardous or injurious properties, whether the loss is due to the goods, the lack of packaging or the condition of the load carrier, and the Customer’s contravention of Article 6 in general. As terms and conditions for the CN agreement, CN may demand proof that the Customer has insurance coverage for all liability that follows from the first paragraph of this terms and conditions clause.

### **7.7 Establishment of a safety plan**

In the event of transport of hazardous goods with high risk pursuant to Article 1.10.3 of ADR/RID, the transporter shall establish a safety plan. CN assumes that the customer has established a safety plan.

### **7.8 Sharing information between Customer and CN (Safety and Security).**

Requirements are made for both the Customer and CN to share security-related information: Such as risk analysis, revisions etc. including information needed to evaluate the effect of the default requirements. There may be a requirements for random check. In case where CN transmit confidential information, the Customer shall have a system to safeguard the information with the same intention as CN.

### **7.9 Liability for transport of dangerous waste**

Customer is responsible to complete the declaration form and attached in accordance with the waste regulation. Dangerous waste declaration must be available for inspection during the entire transport. In accordance with the Waste Regulations § 11-12. CN shall deliver the completed declaration form § 11-6 and § 11-7 to the carrier responsible for handling the hazardous waste. The waste shall be transferred within 24 hours.

### **7.10 Labeling of load carrier**

Units that are delivered to the terminal shall be labeled according to the ADR/RID regulations concerning transport by rail. The Customer will be charged for missing labeling.

## **8 PAYMENT TERMS**

### **8.1 Payment deadline**

The transport job falls due for payment when the CN agreement enters into force unless the parties have entered into another written agreement.

### **8.2 Postponement of payment/bank guarantee**

A postponement of payment may be agreed if the Customer furnishes a bank guarantee or other security that CN finds satisfactory.

Late payment entails in all cases that previously granted postponement of payment for other jobs performed by CN for the Customer shall be cancelled, and that all other outstanding amounts on the Customer immediately fall due for payment, including interest on overdue payment.

### **8.3 Counterclaims**

The Customer may not make a counterclaim on CN in CN's outstanding claim on the Customer unless the Customer's counterclaim has been finally decided by legal procedure or has been expressly accepted by CN and the Customer's claim is not statute-barred.

**8.4 CN's right to retain Customer's goods and load carrier**

CN has the right to retain goods and in load carriers that are in CN's possession, in part for all the expenses resting on the goods and load carrier – freight and storage costs included – and in part for CN's total other claims on the Customer, which concern jobs performed according to the CN terms and conditions – freight and storage costs included.

**8.5 Right to withhold load carrier /goods overdue payment**

Even if CN has granted the Customer a postponement of payment, CN preserves the right of lien. The right of lien can be exercised against the Customer and/or consignee, regardless of who owns the load carrier and the goods in respect of all costs payable by the load carrier and pertaining to the goods in consequence of the specific transport.

**8.6 Change of prices**

If there are changes in public fees, public impositions or significant changes in the price level of other input factors (e.g. a change in diesel fuel prices, electricity prices, foreign exchange rates, etc.) during the contract period, CN has the right to adjust the relevant price during the contract period. The new price may be used by the parties one month after CN has given written notice of this price adjustment.

**9 CN'S LIABILITY****9.1 Regulation of CN's responsibility**

This Article 8 provides a complete regulation of CN's liability vis-à-vis the Customer, with the exception of Articles 5.2 and 5.3 that regulate CN's liability for load carriers stored by CN.

**9.2 Loss to load carrier and goods an loss of documents**

CN is liable for loss or damage affecting load carriers and goods as well as the loss of documents during the period from takeover to delivery ("the carriage liability period"). The same applies to delayed delivery.

If the load carrier is taken over by CN before the agreed shipping date the carriage liability period starts at the earliest at the time the takeover place opens on the shipping date. If the goods are not collected on the arrival date the carriage liability period ceases at the end of the CN agreement, cf. Article 5.1.

Delayed delivery is present when the actual transport time substantially exceeds what under the circumstances would be reasonable to allow a careful transporter. CN's delivery times are intended as a guide and do not represent an agreed delivery time unless otherwise stated..

**9.3 CN's liability for own employees and other employed**

CN is liable for acts or omissions of acts in service by CN's employees or others CN uses to carry out the transport, as though the act or omission was CN's own.

**9.4 Liability imitations**

CN is not liable for delay, full or partial loss or damage if CN proves that this is due to the following circumstances:

1. Errors or neglect by the Customer or the Customer's representative.
2. Instructions from the Customer or the Customer's representative not caused by mistakes or neglect on the part of CN.
3. The load carrier's and/or the goods' defective or special condition or nature.
4. Missing or defective packaging of goods.
5. Handling, loading, stowing, securing or unloading of goods and/or load carrier undertaken by the Customer, the Customer's representative or by consignee.
6. Insufficient, illegible or incorrect statement of the consignee's name and address and place of delivery.
7. Damage to support legs on trailer and swap body if upon takeover they were retracted. The Customer shall show support legs upon delivery of load carrier.
8. Damage to side or rear underrun protection on trailers if the Customer has failed to raise them. CN shall not be liable for damage to underrun protections that are permanently immovable. Tailgate and lifts are also defined as underrun protections if they are folded under the load carrier, and functions as underrun protection.
9. Mounted devices that are out profile or placed in such a way that complicates the loading and the unloading the carrier in a rational manner.
10. CN is not responsible for costs incurred in the case of Insufficient marking of load carrier.
11. CargoNet has a limited responsibility for repairing damage load carriers linked to damage foil / décor, minor dents, scratches and paint damage. CargoNet covers such damages up to 2,000 Nok of accrued costs

### **9.5 Force majeure. Further limitations of liability**

CN is free of liability if CN proves that delay, complete or partial loss or damage is due to circumstances that CN or CN's subcontractors could neither avoid nor prevent the consequences of. Furthermore, CN is free of liability if circumstances and/or restrictions should occur that CN was not able to prevent and that result in reduced capacity in CN's scheduled services.

Such conditions cover (but are not limited to) natural disasters, unexpected weather conditions including avalanches/landslides and the like, strikes, lockouts, boycotts (except local strikes and local lockouts), war, riots, security or other measures in connection with suspicion of terrorism, terrorism, mobilization or unforeseen military call-up of similar scope, requisition, confiscation and seizures, currency restrictions or other measures or restrictions from public authorities, and a lack of access to public railways and/or public infrastructure.

CN shall inform the Customer about the situation and its expected duration. CN reserves the right to invoke the occurrence as a force-majeure incident even after CN has informed the Customer.

### **9.6 Reductions of liability goods**

In the event of delay, loss or damage or other incident where the Customer's circumstance and/or the condition or nature of the goods as mentioned in Article 9.4 is a

contributing factor, CN's liability is reduced correspondingly to the extent CN proves that such circumstances have contributed to the Customer's loss.

### **9.7 Mandatory legal provisions**

If it is established that delay, loss or damage has occurred while the load carrier was transported by a certain means of transport, CN's liability shall be determined according to the mandatory legal provisions that apply to this means of transport to the extent they deviate from the provisions of the CN agreement. If it is established that a delay, loss or damage has occurred while a load carrier was being driven, this will be regulated pursuant to NSAB 2015.

### **9.8 Liability/weight limitation**

In cases other than those mentioned in Article 10.7, CN's liability for loss or damage to the load carrier and/or goods in it is limited to 17 SDR per kilogram gross weight of loss or damaged load carrier or goods according to the exchange rate at the time of the settlement. When loss or damage arises in a part of the railway network operated by a UIRR company, the liability of loss is limited to 2 SDR per kilogram gross weight of loss or damaged load carrier or goods.

In any circumstance the compensation shall not exceed 300.000 SDR per commission, and, should the same claim involve more than 6 load carriers (belonging to the Customer and any other customers), the total compensation shall not exceed 1.000.000 SDR. Should the amount of loss for one and the same claim exceed 1.000.000 SDR, the amount shall be divided among the Customers in proportion to the gross weight of the respective load carriers including goods.

In the event of delay, loss of documents and any other case of negligent disregard of other contractual obligations, CN's liability shall be limited to the Customer's documented and expected loss, though no more than a maximum of 1.2 times the freight amount for the load carrier.

In the event of loss of documents CN's liability shall cover only loss of documents that are delivered by the Customer for transport together with the load carrier according to requirements from the public authorities (such as customs, veterinary, dangerous goods or other documents).

### **9.9 Value of load carrier/goods**

In the event of complete or partial loss of goods the compensation amount is calculated according to the value of the load carriers and/or the goods at the place and time for takeover for transport. The value is determined by the exchange price or, lacking such a price, according to the market price. If no such price exists, the value shall be calculated according to normal value of goods and/or load carriers of the same type and quality. In the event of damage to goods and/or load carriers CN shall replace the decrease in value calculated on the basis of the value of the goods and/or load carrier, cf. first sentence in this Article 9.9.

### **9.10 Depositing of the load carrier**

CN has limited responsibility attributable to the depositing of the load carrier and lease costs related thereto. Costs related to such events is limited to the value of the load carrier.

**9.11 Indirect loss/consequential loss**

CN is not liable for indirect or consequential loss. Such losses include: costs for standing or waiting time, loss of use for load carriers and vehicles used for incoming and outgoing delivery, costs for load carrier demurrage, costs for replacement transporters, loss of income or loss as the result of delayed use of the transported goods, production delays or stoppage, and loss of reputation or market shares.

**9.12 Claim against CN**

Claims for compensation shall be directed against CN. Claims may only be filed by the Customer, and not his representative, and only the Customer may take legal action.

**9.13 Claim on grounds other than CN agreement**

If compensation is claimed on grounds other than the agreement, CN and in such case anyone CN is liable for under Article 9.3, may invoke the provisions in this CN agreement that exclude liability or specify or limit the amount of the compensation, including the provisions in Articles 10 and 11. This is not applicable when there is gross negligence or willfulness on the part of CN or someone for whom CN is liable. Under no circumstances is the Customer entitled to claim compensation directly from CN's employees.

**10 PRECONDITIONS FOR DAMAGES****10.1 Complaint within set time limits**

A precondition of any payment of compensation from CN is that the Customer has both complained and filed a compensation claim within the deadlines following from Article 10. In the opposite case all claims against CN lapse. Time barring is regulated in particular by Section 10.7.

**10.2 Complaint for visible loss or damage**

In the event of visible loss or damage the Customer or the person collecting the load carrier for the Customer must immediately make a written complaint describing in detail the appearance of the loss or damage. The complaint must be presented to CN's representative at the place of arrival, trans-shipment point or reception place or, if applicable, to the person who delivers the load carrier. This also applies to visible damage to the seal or other seal. Claims resulting from visible damage or loss lapse if the Customer or the Customer's representative without reservation accept the load carrier upon delivery. When delivery takes place at a terminal or trans-shipment place, the deadline for making claims expires when the load carrier leaves the terminal or trans-shipment place.

**10.3 Inspection protocol**

When filing claims for visible damage or loss of goods or load carrier, CN's local representative shall enter or have entered in the written order or a separate document (inspection protocol) what can be ascertained by way of damage and the scope of damage as well as any assumed cause of the damage. The Customer shall sign the protocol and receive a copy of it. Should the partners not agree on the content of the protocol, each of the parties has the right to appoint an outside inspector for their own account.

**10.4 Complaint for invisible loss or damage**

For loss or damage that is not visible and is not established until delivery, the Customer or his representative must:



1. Permit inspection of the goods and load carrier during registration by CN or CN's representative.
2. Complain as soon as possible after the damage or loss is discovered and no later than 7 days after the delivery of the load carrier.
3. Ensure storage of all evidence that the loss or damage occurred during CN's period of liability.
4. In the event of a break-in or theft the Customer shall immediately report the matter to the police. In those cases where the goods/load carrier are in CN's care, CN shall report the matter to the police and notify the Customer.

#### **10.5 Notification of delay**

If the load carrier has not arrived at the specified time CN shall immediately report this to the Customer and notify the Customer of the reason for the delay unless it is known.

#### **10.6 Deadline of complaint for delay, loss of document or other breach**

For losses arising from delay, loss of documents or other breach of contract, with the exception of loss or damage to load carrier or goods, the Customer must complain in writing that is received by CN within 21 days of the arrival of the load carrier. The claim shall be made within 40 calendar days from the entry into force of the CN agreement. If it is proven that the delayed delivery caused financial loss, CN shall compensate it, though not over 1.2 x the freight amount.

#### **10.7 Deadlines for compensations claims related to damage to goods and load carrier**

All claims for compensation shall be sent in writing to CN with the necessary documentation enclosed. The Customer shall, in the event of damage to the load carrier and goods, notify any claims to CN within 90 days of the entry into force of the CN agreement.

The claim shall be made within 8 months from the entry into force of the CN agreement, though in those cases covered by Article 10.6, within 40 calendar days from the entry into force of the CN agreement. Invoicing of damages/compensation shall be conditional upon CN already having admitted liability in writing. The invoice must be marked with the number that has been assigned in notification of claims to CN. All claims the Customer may have against CN in consequence of transport according to the CN terms and conditions are time-barred one year after the CN agreement enters into force, unless otherwise provided by mandatory legislation, cf. Articles 9.7 and 11.2.

## **11 FINAL PROVISION**

### **11.1 Venue for disputes**

The venue for all disputes between the Customer and CN is courts in the place where CN has its registered place of business, regardless of who the plaintiff is. Lawsuits against the Customer may also be brought where the Customer has his office.

### **11.2 Applications of the law**

Disputes arising from the CN terms and conditions are subject to the law in the country where CN has its registered place of business, unless otherwise agreed in writing.

**11.3 Establishment of special terms and conditions**

CN may set special terms and conditions as a supplement to CN terms and conditions by agreement with the Customer. Such special terms and conditions may not be in conflict with the CN terms and conditions.

CN may, however, amend at any given time the company's liabilities so that they deviate from existing CN terms and conditions in future CN agreements. Such deviating terms and conditions shall be kept at CN and made public by CN, for example through references in the price list.

Should the Customer wish to file claims direct against CN's subcontractors as a result of loss on the part of the Customer, CN shall transfer to the Customer the rights and claims CN may have according to the agreement between CN and the subcontractor. .

**11.4 CN refrains from invoicing its rights**

Should CN in certain cases refrain from invoking its rights in a legal or out-of-court dispute, this will have no prejudicial effect in other similar cases.

**11.5 Whole or partial invalidity of certain provisions**

Whole or partial invalidity of certain provisions shall not affect the validity of the other provisions in the existing CN terms and conditions.

**11.6 Norwegian language is determinative in connection with disputes**

Should the text of these General Carriage Terms and Conditions exist in a language other than Norwegian, the Norwegian text shall, in the event of interpretative doubts, determine the interpretation of the terms and conditions.

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