

NECOSS - scope of services

Version 2021 - I from 11 December 2020

Valid from 01/01/2021

1. Offers

Offers usually include:

- * Transport by wagon from/to Hamburg Waltershof or Bremerhaven Nordhafen
- * Rail transport from / to the domestic train station including lowering the chassis / placing the wagon inland or Lowering of the wagon inland / mounting of the chassis within the period without storage fees
- * For combined rail transport: truck delivery to the customer with immediate loading or unloading with prompt return to the depot / terminal by truck or train

All loadings are carried out on the basis of currently valid timetables and free capacities

Tolls and diesel surcharges are shown separately.

The toll fee of **€ 0.28** per kilometer on toll motorways and federal highways for the road portion with combined transport is based on the legal requirements (as of Nov 2019).

Fuel surcharge for CT transports in accordance with Table in annex 1.

Prices are given in euros and usually per container.

An energy surcharge is charged in connection with the laws on renewable energies (EEG) and new regulations regarding the conditions for purchasing electricity. This is shown separately and will be calculated from 01/01/2021:

€ 2.00 / TEU / direction for the Kornwestheim and Stuttgart routes

€ 3.00 / TEU / direction for the Schweinfurt route

€ 2.50 / TEU / direction for the Nuremberg route

2. Ports / terminals / depots

Pick-up from or delivery to the named depots, seaport terminals and transshipment terminals is offered in Bremerhaven and Hamburg based on the current timetable.

The prices stated in the offers and tariffs are valid S
 from / to Bremerhaven for for MSC Gate, CTB (NTB connection possible; see 2a (ITT fees))
 from / to Hamburg for for Eurogate, Burchardkai, CTA

Transports from / to CT Wilhelmshaven (JadeWeserPort) can only be presented after consultation.

Surcharges for terminals and depots other than those listed above will be charged as mentioned under 2a) and are valid for 20' and 40' ISO containers

The rates include the handling at transshipment stations in the hinterland within the storage fee-free times (For storage fees and deadlines see point 11.)

A surcharge will apply for the transport of dangerous goods and waste (see items 9.1. And 9.2.)

2.1. Driving around in the seaport

Transfers within Hamburg - between depots / terminals and combined train stations (KTH, Eurokombi)

loaded / empty	€ 120 per container	when picking up / dropping off within the port area
loaded / empty	€ 180 per container	when picking up / dropping off outside the port area (e.g. Billwerder Ubf (DUSS); Depots Halskestr.)

Transfers within Bremerhaven - between depots / terminals and RTB station wagon
 loaded / empty € 210 per container
valid for transport within Bremerhaven

Transfers within Bremerhaven - Hamburg combination train stations (KTH, Eurokombi)
 loaded / empty € 310 per container

The above-mentioned transfer costs include a handling truck / wagon within the period without storage fees.

ITT transfers for transports between CTB / MSC Gate and NTB vv: **EUR 60.00** per container

Conditions (idling times) for transfers, see point 7.2.

Transfer options and costs for tank containers only on request.

2.2. Transshipment stations

DUSS Kornwestheim
DP World Stuttgart
Translog Schweinfurt
TRICON Container Terminal Nuremberg

3. Acceptance / return of inland depots

Empty containers will be returned to the specified domestic depot promptly after the empty container has been registered as such at the unloading and taking into account the opening and idling times at the respective depots.

The following inland depots are available for taking / returning empty containers:

Terminal	Depot			Surcharge (in EUR)
Kornwestheim / Stuttgart	Kornwestheim	DB Intermodal		0,00
	Stuttgart	DP World, Deisser, DUSS		0,00
	Weinstadt	CDS		190,00
	Wörth	Contargo		350,00
	Karlsruhe	DUSS		345,00
	Mannheim	DB Intermodal, Contargo		410,00
	Ludwigshafen	Contargo, KTL		410,00
	Germersheim	DP World		360,00
	Kehl	ETK		570,00
	Ulm	DB Intermodal		350,00
Schweinfurt	Schweinfurt	Translog, CDN		0,00
	Schweinfurt * ¹	Translog, CDN	Import turner	35,00
	Nuremberg	DB Intermodal, CDN		235,00
Nuremberg	Nuremberg	DB Intermodal, CDN		0,00
	Regensburg	DB Intermodal, CTR		350,00

*¹ For the coordinated and approved use of empty containers, there is a handling charge of € 35.00 / container for import transports.

Collection / return of empty containers to other depots is possible on request

4. Customs for import containers

For the transport of import containers there must be exact packages with product names and Atlas references indicated.

We expect clear documents that clearly display packages based on weight, type of goods and ATB number in order to avoid incorrect customs declarations.

In the event of delays, failure to load, customs instructions, or similar events which are due to instructions from responsible customs offices and of which we are informed, we will immediately forward information during normal office hours.

We ask our clients to take into account that when clearing for free circulation only the customs or Atlas declarant receives detailed information from customs authorities. Third parties are no longer informed thereof.

Costs resulting from the requirements of the authorities are passed on according to expenses.

Please observe the valid regulations of the (local) authorities, such as plant protection offices in relation to packaging made of solid wood.

For customs goods, please confirm that the plant protection office at the destination will be informed.

For deliveries to the combination terminals Eurokombi or KTH which you yourself carry out, please coordinate any necessary and potential customs processes with the dispatchers from Necoss GmbH.

4.1. Dutiable goods

Shipping procedures are opened via NCTS. One VBD A is required for each container (Shipping document A) which accompanies the goods / container to the recipient.

For this, Necoss GmbH requires information such as the recipient's EORI number, the receiving customs office, an exact description of the goods in German, and the name and address of the sender in accordance with the country of origin and, in the case of acceptance ex sea customs port, the ATB number of the summative declaration of the shipping company in order to charge of the goods.

Excluded are: market regulation goods, highly taxable goods, goods according to the Customs Code Annex 44c and those that are subject to the regulations, prohibitions and restrictions VuB (Prohibitions and restrictions on the cross-border movement of good immorality, health, plant and animal protection and safety).

Should these VuB goods types be contained in the customs goods containers to be transported, we will need clear, comprehensive information in good time in German to allow us to coordinate with the customs authorities before opening the transit procedure.

The creation of a shipping document with up to four positions is a service offered by Necoss free of charge on behalf of the client.

There is a fee of € 3.50 / item for the creation of shipping reports starting from 5 items per container .

For the creation of several shipping documents per container at the customer's request, a fee of € 30.00 / VBD will be incurred.

For the correctness and completeness of the customs-relevant data specified in the order, Necoss GmbH will be responsible towards authorities on behalf of the client. Possibly customs duties or additional costs resulting from incorrect and / or incomplete information will be passed on.

We ask for correct information in the description of goods and the number of packages and weight in order to avoid warnings or requirements from the customs authorities.

It is possible that the T1 transit procedure may be opened by our clients or their representatives themselves.

The prerequisite for this is - in addition to timely information to Necoss GmbH about this procedure - that we receive confirmation that the principal for the T1 has a valid authorisation as an approved consignor for rail transport from the relevant customs and loading points (approved locations) without restrictions so as to allow identification via checks or load-by-load sealings so that loading and train departure are not delayed by this process.

4.2. Duty-free goods

Acceptance is only possible if the goods have been discharged by customs as "released".

In the sea customs port, this requires, among other things, that the customs declarant assumes responsibility for their safekeeping. The required reference numbers must be submitted in good time before the start of the transport.

4.3. Validity of the transit procedure / completion of the transit procedure

Re-presentation deadlines: As a rule 3 calendar days from the date of dispatch.

In exceptional cases and after consultation, a 7-calendar day period is possible. Longer deadlines can only occasionally be permitted by individual arrangement and for a fee of € 15.00 per day.

Dispatch procedures may / can only be opened once the containers have been cleared and released.

The recipient of customs goods is obliged to carry out the shipping procedure within the re-presentation period. Notices of receipt are to be submitted in accordance with the regulations when the container is opened.

4.4. Presentation to the domestic customs office

Multi-stop for presentation at the **local** customs office:

via Kornwestheim / Stuttgart

€ 55 plus toll if applicable

via Schweinfurt

€ 55 plus toll if applicable

via Nuremberg

€ 55 plus toll if applicable

4.5. Presentation to the CPA seaport

Transfer at Hamburg seaport terminal - CPA - seaport terminal: € 185 per container including 30 minutes idling time

Transfer at Hamburg seaport terminal - CPA - KV Bahnhof Hamburg: € 210 per container including 30 minutes idling time

Transfer at Bremerhaven seaport terminal - CPA - seaport terminal: € 130 per container including 30 min idling time

4.6. Presentation to the Hamburg Seaport Veterinary Office

Transfer at Hamburg seaport terminal - CPA - seaport terminal: € 185 per container including 30 minutes idling time

Transfer at Hamburg seaport terminal - CPA - KV Bahnhof Hamburg: € 210 per container including 30 minutes idling time

5. Customs for export containers

If T1 documents are handed over to the driver by the unloader, they will accompany the container and are

a) handed over to the customs authorities in Bremerhaven for the purpose of settlement

For the submission for the purposes of completing the T1s upon arrival at the Bremerhaven Freeport, a fee of **€ 40 per MRN** will be incurred.

b) terminated in Hamburg by Necoss GmbH for a fee of **€ 40.00 per MRN** .

The SumA will be sent over to the seaport terminal for safekeeping.

Here it would be beneficial for the client and all service providers involved in the transport if there is knowledge of the handover of customs documents in order to avoid later complaints.

If a customs stop is required after loading, the driver on site must be informed

or this should already be noted in the order

If there are replacement goods, these must be provided to us in advance (when placing the order),

and at the latest communicated when the container is loaded. The unloader must

hand over the documents to the driver, with these having been marked accordingly.

In order to avoid delays in train dispatch, later customs complaints and possible costs,

the documents must be available when the train arrives and should accompany the goods. Only then

can we arrange for registration to be carried out.

6. Port systems

At the Port of Hamburg, rail processing for rail companies, terminals and port railways must be carried out

via the TPR system (BLK and BIK) on behalf of the Hamburg Port Authority (HPA).

In Bremerhaven, rail processing for customs, rail companies, terminals and port railways must be carried out

via the Codis 2.0 system from dbh on behalf of Eurogate, NTB and bremenports.

There are fees for the use of TPR and Codis, which are currently still borne by Necoss GmbH.

All rail providers are bound to the time, customs and IT requirements for the handling and use of TPDR / BLK-BIK and Codis

towards the customs office (Bremerhaven),

Bremen port railway, bremenports, HPA and the seaport terminals.

Should loading be impossible or delayed due to clearance by the customs office or the port authorities / their subcontractors or

the terminal which is either improper or required within a specific period,

we will of course clarify the process as soon as possible. The same applies in the event of a

system failure. However, there will be no liability and / or assumption of costs.

Since 01/06/2018, it has been mandatory to provide the details of the correct shipping company - booking references (Rbn) required - for processir

Codis. If these are not available, NECOSS reserves the right

in the case of non-existent, incomplete or incorrect information, to add the addition "Rbn unknown" to the data record

to allow the train to be dispatched. to get the train dispatched. Costs incurred for any "status change" required on the part

of the terminal will be charged based on expenses.

Should there be incorrect information with regard to the name of the ship and the overseas port in addition to the shipping company booking number

additional, significantly higher costs may be incurred arising from the interim storage of the wagon in question

outside the port until any ultimate clarification.

7. Services in the context of CT transports

7.1. Waiting time regulation at the loading and unloading point

When present on a normal container chassis, **two** hours are permitted for free loading and unloading.
Any overtime will be charged at € **40.00 per commenced half hour**.

Exceptions: If containers are lifted or craned down or disconnected containers are picked up, the free time will be reduced to **30 minutes**.

Costs will be communicated on the next working day following the presentation, acknowledged receipts will be sent no later than the invoicing period

7.2. Regulation for idling time at the empty depots as well as at seaport and hinterland terminals

Possible idling times at empty depots as well as seaport and hinterland terminals are charged at € 40.00 per commenced half hour. The calculation is carried out regardless of the reason for the delay (Missing registration, exemption, customs clearance or sluggish handling times at the hinterland terminals).

Sluggish handling times at the hinterland terminals can result from:

- technical problems with the handling equipment
- increased volume due to daily or weekly peaks
- Approval stops
- Prioritisation of the terminal operator (= "site owner")

Any delays occurring at the terminals involved are system related and are not the responsibility of NECOSS. It is not possible to switch to other terminals. The idling times will be accordingly calculated based on those noted.

7.3. Further loading and unloading points / multi-stops

The operation of a loading or unloading point is included in the transport prices.
Multi-stop trips up to 10 km:

All distances starting from 10 km are dependent on the location and must be requested and agreed separately. In general, the transport price applies to the furthest distance to the transshipment station excl. Multi-stop trips.

These costs will also be incurred if the driver receives instructions from the customer for additional loading points on site despite this multi-stop not being planned when the client commissioned us.

Notification of additional loading / unloading points will take place at the latest on the next working day after presentation.

7.4. Night deliveries

Night deliveries will include customer deliveries
- from 20:00
- which have not yet been completed at the customer's location by 20:00.

The surcharge for night deliveries is € 170.00 / ctr.
The normal tariffs will apply from 06:00.

7.5. Weighings

A) Solas weighing:

In CT, Necoss offers weighing within the framework of the Solas regulations.
Solas weighing comes at an additional cost (only full weighing):

Kornwestheim / Stuttgart	€ 110,00
Nuremberg	€ 110,00
Schweinfurt	€ 110,00

The conditions include the following services: traveling to the weighing station, carrying out the weighing process, creation of the weighing note (gross weight container) and transmission of the weighing note.

The regulation on free loading time remains unchanged.

Necoss is not liable for any costs or delays incurred in the weighing process

B) Empty and full weighing

Weighings which are empty and full weighings of the container on an on-site set of scales are charged at € 145.00 / ctr.

The conditions include the following services: two trips to the weighing station, carrying out the weighing processes, creation of the weighing note (gross weight container) and transmission of the weighing note.

The regulation on free loading time remains unchanged.

Necoss is not liable for any costs or delays incurred in the weighing process

7.6. Second journey / surcharge / chassis rental

If the container is unsaddled at the unloading point at the customer's request and picked up again at a later point in time, a second journey or a surcharge will be charged. This depends on the place of presentation and is shown in the current VT tariffs. The surcharge includes a chassis rental for 24 hours; after this, an additional € 60 per container will be charged for each additional day commenced (chassis rental).

7.7. Delivery with special equipment / side loader, tilting chassis, vertical positioning device

A) Sideloader

- Surcharge for a 20' / 40' side loader:	€ 185,00 per container including handling for one container on site
- Free idling time	0.5 hours
- Idling time costs	€ 100,00 per commenced half hour
- Extra handling	€ 50,00 per extra handling

Note: capacities and weight limits available on request

B) tilting chassis

- Surcharge for a 20' tipping chassis	€ 75,00 per 20' container
- Surcharge for a 40' tipping chassis	€ 100,00 per 40' container
- Free idling time	0.5 hours
- Idling time costs	€ 40,00 per commenced half hour

Note: capacities and weight limits available on request

C) Vertical loader

- Surcharge for a 20' vertical adjuster	€ 150,00 per 20' container
- Free idling time	2 hours
- Idling time costs	€ 100,00 per commenced half hour

Note: capacities and weight limits available on request

8. Weights / heavy weight surcharges

The following weight categories are differentiated and displayed according to their tariff:

Equipment size	Weight categories (gross container weight)		
20'	< 16.5 t	< 25.0 t	< 30.0 t
40'		< 28.0 t	< 30.0 t

For containers that exceed the specified weights, Necoss applies a heavy weight surcharge:

> Kornwestheim / Stuttgart:	EUR 100	20' / 40' container from 30.0 t
> Nuremberg / Schweinfurt:	EUR 140	20' / 40' container from 30.0 t

The surcharges apply to both simple terminal runs and intermodal transports (provided the 44 t limit of the total truck is not exceeded in the CT)

9. Hazardous goods and waste

9.1. Hazardous materials

Dangerous goods are accepted in closed ISO containers - standard and high cube; Class 1 and 7 hazardous goods are excluded from transport.

When booking, the dangerous goods to be loaded must be indicated, stating the class / UN number.

Before loading, the legally required information and documents according to the dangerous goods regulation for road / rail ADR / RID, as amended, must be received by Necoss GmbH in Bremen and at the loading station in good time for the wagon master / train driver.

It is imperative that the documentation is complete, correct and compliant with the regulations (RID 5.4.1). This also includes correct spelling and the order of descriptions and information.

If the data and documents are not in accordance with the regulations, we may be unable to transport the containers and Necoss GmbH or the railway company used will reserve the right to refuse to take them.

The containers must be appropriately and properly labeled by the customer for land transport.

If containers are labeled with dangerous goods labels, during land transport, these must be treated and identified as dangerous goods, even if the label is for sea transport.

If goods on land transport do not have to be labelled, i.e. the containers are not labeled but we are presented with documents (for sea transport), we kindly ask that you provide the associated information in good time to avoid later discrepancies. We will handle these transports as non-dangerous goods insofar as they are not classified as dangerous goods according to ADR / RID.

Labeling and / or use of transport documents according to GGVSee is permitted if:

The sea transport document contains all mandatory information from the "Country" document and the addition "Carriage according to paragraph 1.1.4.2.1" is specified. (e.g. in the field "Free text, instructions, other information") or a container packing certificate according to IMDG 5.4.2 is present.

Mandatory information of a formally correct transport document according to GGVLand (see RID 5.4.1) is, for example:

* UN number * official technical designation ** if necessary additions according to regulation 274 if the content with nos/nes/nag is stated* all numbers of the dangerous goods label, thus class including sub-classes and all subsidiary risks.

The special regulations for Limited Quantities LQ are to be observed: labelling is possible under 8 tons gross weight for land, but not required, but notification of the goods as dangerous goods is possible with appropriate documentation. According to RID 3.4.12, the sender of the container with LQ is obliged to provide information the carrier about the gross mass of the goods to be shipped in a verifiable form prior to transport.

Should documents or labels not comply with the legal requirements or documents or labels is be missing, this can mean that the container in question cannot be taken away.

All parties involved in the transport must ensure the correct size and proper condition of the danger label / placard / label, as well as completeness

If relabelling is necessary and also possible, we will arrange this and

Pass on costs based on expenses.

Should it be necessary to remove "old" or invalid labels, costs may also be charged based on expenses.

Loading units with dangerous goods may be parked at the railway stations for a maximum of 24 hours after arrival, see storage remuneration regulation point 13. Delivery of dangerous goods to the loading stations before the loading day is not permitted (according to the regulations of the terminals).

Should the loading by rail no longer be possible on the day of presentation due to a delay in the course of transport, the container must be temporarily stored for a fee (see storage fee regulation).

Fees:

- € 30 for rail transport**
- € 55 for inland truck transport (provided by customer)**
- € 35 for truck transport from / to / within the seaport**

9.2. Waste according to AVV Waste Catalog Ordinance

The railway companies we use are certified waste management companies.

For transporting waste, it is essential to point out that it is such.

We ask you to coordinate transports with waste with us before booking. For this we need the type of waste and, if applicable, the waste code number. The accompanying notification and accompanying forms are required for the transport.

According to the legal regulations we must also be notified of paper and metal waste, for example.

Please notify us of this type of transport in good time. We absolutely need to have the attachment VII ("non-dangerous) for waste which accompani as mentioned in Article 3, Paragraphs 2 and 4.

Fees:

- € 20 for rail transport**
- € 55 for inland truck transport (provided by customer)**
- € 50 for truck transport from / to / within the seaport**

10. Equipment

10.1. Acceptable container sizes and types for rail transport

* ISO container: 20' + 40' Standard and HighCube Container

* Reefer container: Combined train transport possible, but completely unrefrigerated during the entire transport.

Should there be an extension of the transport time in the event of train delays, Necoss cannot assume any liability or costs.

* Flatrack / Platform / OpenTop: Stowage in accordance with regulations (for rail and truck transport) and fastening of cargo, material and tarpaulin required; see also point 12b);

* In the case of empty flat racks, the end walls must be folded up for rail transport

* Bundled flat racks / platforms must be interconnected and suitable for rail transport.

10.2. Oversized

transports with oversized dimensions are not possible

10.3. Condition of equipment

Limitation of liability in the transport of containers, especially empty containers:

When taking over the wagon, the condition of the container can only be checked by Necoss GmbH based on transportability, not on damage.

When taking over empty containers by train and truck export terminals and depots, the following applies: The prerequisite for the takeover is the condition being perfect condition, with this being communicated by means of a correspondence from the depot - no liability on the part of Necoss GmbH for damage to e.g. OT tarpaulins or parts associated with the container-related, as these are handled by the wagon master or driver during the takeover and cannot be seen.

Necoss GmbH can only be held responsible for damage to containers if the damage can be proven as having been caused by us during transport by rail and / or while moving, setting up or setting down in the hinterland and / or during the truck transport while in the custody of Necoss GmbH or / and one of our subcontractors.

This excludes damage caused by unavoidable events such as storms, fire, vandalism, etc.

11. Interim storage of containers

11.1. Storage conditions and storage fees (in connection with a rail run by Necoss GmbH)

The intermediate storage of containers in the hinterland terminals and in the seaport is based on the following general conditions. These only apply in direct connection with a rail run booked with Necoss GmbH.

Location	Terminal	Parking days free of charge (incl. day of receipt)	Requirements	Parking conditions at the end of the free times per day				
				20'	40'	Other conditions		
OUTLAND	Kornwestheim	DUSS	Day 3 - 4	18,00 €	28,00 €	--		
			from day 5	27,00 €	42,00 €			
			Import load storage			55,00 €	from day 5 / one-time flat rate / "load storage"	
			Export load storage			55,00 €	from day 3 / one-time flat rate / "load storage"	
	Stuttgart	DP World	2	Day 3-6	8,00 €	16,00 €	35,00 €	One-time parking handling
				from day 7	16,00 €	32,00 €		
	Nuremberg	Tricon	2	day 3 - 9	8,00 €	16,00 €	35,00 €	One-time parking handling
				from day 10	58,00 €	66,00 €		
	Schweinfurt	Translog:	2	day 3 - 9	11,00 €	22,00 €	35,00 €	One-time parking handling
				from day 10	22,00 €	44,00 €		
PORT	Hamburg	KTH	Day 2 * / 3-5, each at	10,00 €	10,00 €	28,00 €	One-time parking handling	
			Day 4-7, each at	20,00 €	20,00 €			
			from day 8, each at	25,00 €	25,00 €			
			Dangerous goods =* from day 2 as above					
	Hamburg	Eurocombi	2	from day 3	9,00 €	18,00 €	28,00 €	One-time parking handling
			Dangerous goods =	from day 2	18,00 €	36,00 €		

11.2. Storage conditions and storage fees (WITHOUT rail run via Necoss GmbH / Street - street)

For purely interim parking without a corresponding rail run across the terminal in question, **no free parking days** are granted. The above storage conditions apply accordingly **from the date of receipt**. In addition, 2 handlings are due each at **EUR 25**.

11.3. Storage of dangerous goods containers in the hinterland:

Interim storage of dangerous goods containers is not possible at all locations. In each case penalties are payable in addition to the parking fees:

Kornwestheim / DUSS

Day 1	30,00 €	per container
Day 2	60,00 €	per container
from day 3	120,00 €	per container and day

Dangerous goods penalties

Stuttgart / DP World

from day 1	50,00 €	per container and day
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Dangerous goods penalties

Schweinfurt

Import
Export

A stay of a maximum of 24 hours after the arrival by rail is possible
No interim storage possible

Dangerous goods penalties

Day 1	30 €	per container
Day 2	60 €	per container
Day 3	120 €	per container and day

Nuremberg

No interim storage of dangerous goods possible

12 Additional crane operations

12.1. Inland

Should other additional cranes be required in connection with rail transport at the stations inland, the costs for this are € 35 per movement.

12.2. Sea ports

Costs from handlings at seaport terminals that were not caused by NECOSS will be passed on based on expenses

At Eurokombi and KTH combined train stations in Hamburg, we charge the following handling conditions:

Handling in / out within one calendar day: € 28 per ctr

Storage fee conditions under point 11

13. Other additional costs

Seal: If sealing is necessary but not possible by the loading point, this can be done by Necoss following arrangement.

Sealing at the loading point	€ 25,00 per container
Sealing at the hinterland terminal	€ 95,00 per container

Necoss does not offer a sealing option in the seaport

Costs for additional loading points, multi-stop and the like, which arise due to the instructions of the recipient / shipper on site vis-à-vis the haulier will be communicated and charged in addition to the agreed transport rates

Transport costs in the hinterland:

* DUSS Kornwestheim - DB Intermodal Kornwestheim vv	EUR 110.00 per chassis
* DUSS Kornwestheim - Stuttgart Hafen (DP World, DUSS or Deisser) vv	EUR 195.00 per chassis

Other services such as labeling, neutralising and sealing safety clips, sealing will be charged based on expenditure. This also applies if a terminal / transshipment station carries out the work independently or has carried it out and invoiced us without consultation and without a separate order.

Before or during the transport, additional costs may arise that are not mentioned in these conditions. If this is the case, Necoss GmbH will inform the client before transport or within a reasonable period of time after completion or knowledge of any changes which arise in the course of transport

14. Loading dates / delivery dates

Order acceptance (loading and presentation) subject to free capacities.

Necoss GmbH is free to choose the routes and means of transport.

Taking into account delivery dates in the port (export), a short-term postponement of the planned loading date may be possible following consultation with the client

In these cases, Necoss GmbH will check delivery connections / ship arrivals at the seaport terminals.

Should it be known when the order is accepted that the loading will not take place on the day of presentation or the following day, storage fees + handling may be incurred under the above conditions:

The client will be informed in advance.

Deliveries to the customer "on demand - by arrangement" are possible.

This can result in storage and / or detention costs for the customer.

Return delivery of empty containers to the specified depot after notification that they are empty at the unloading point will take place promptly, at the latest on the next working day for return delivery in the hinterland. When returning the container in the seaport (import round trip) the return will take place according to the timetable 2-5 days after departure in the hinterland.

Costs for container rental (demurrage / detention) as well as parking, storage and handling of containers will not be accepted by Necoss GmbH unless gross negligence and / or scheduling errors were the cause.

15. Transport orders

The client will guarantee that the transport orders contain correct, complete and common information - but also with special requirements - and that these will be sent to Necoss GmbH (e.g. presentation address, seaport terminal, empty depot, container size / type, weight, content, presentation, acceptance, return delivery dates, documents to be accepted or processed, customs or multi-stops, special requirements regarding the condition of the loading units, customs numbers, types of goods such as dangerous goods, veterinary data, waste according to AVV etc.) Required exemptions and obligations must be sent by the client or shipowner to the respective terminals and depots.
Necoss GmbH will not be liable for costs, delays, incorrect loading, etc. due to missing documents, incomplete and / or incorrect specifications or instructions.

15.1. Deadlines within the scope of the transport order

A) Booking deadline for TRAIN

Time by which all transport / loading-relevant information must be transmitted to NECOSS at the latest.

B) Readiness for loading / end of loading

> **Ready for loading in IMPORT:** Container unloaded, release possible, loading clearance available

(Custody ended and customs clearance is available)

> **End of loading in EXPORT:** Time at which the container is physically checked in at the shipping terminal and must be available.

C) Overview of deadlines

	Product	Deadline	Rule	Explanation / example
IMPORT	HAM - KWH	BOOKING DEADLINE	Working day before departure / 2:00 p.m.	Departure Mon > BD Fri 2:00 p.m. Departure Wed > BD Tue 2:00 p.m. Departure Fri > BD Thu 2:00 p.m.
		Loading readiness	Departure day 10:00 a.m.	Departure Mon > LR Mon 10:00 a.m. Departure Wed > LR Wed 10:00 a.m. Departure Fri > LR Wed 10:00 a.m.
	BHV - STG	BOOKING DEADLINE	2 working days before departure by 2:00 p.m.	Departure Mon / Tue > BD Fri 2:00 p.m. Departure Wed / Thu > BD Tue 2:00 p.m.
		Loading readiness	Working day before departure or on the day of loading until 8:00 a.m.	Departure Mon / Tue > LR Mon 8 a.m. Departure Wed / Thu > LR Wed 8 a.m.
EXPORT	KWH - HAM	BOOKING DEADLINE	Working day before departure / 2:00 p.m.	Departure Tue > BD Mon 2:00 p.m. Departure Thu > BD Wed 2:00 p.m. Departure Sat > BD Fri 2:00 p.m.
		End of loading	Day of departure / 6:00 p.m. (Exception departure on Saturday)	Departure Tue > EL Tue 6:00 p.m. Departure Thursday > EL Thursday 6:00 p.m. Departure Sat > EL Fri 6:00 p.m.
	STG - BHV	BOOKING DEADLINE	Working day before departure / 2:00 p.m.	Departure Tue > BD Mon 2:00 p.m. Departure Thu > BD Wed 2:00 p.m.
		End of loading	Day of departure / 2:00 p.m.	Departure Tue > EL Tue 2:00 p.m. Departure Thursday > EL Thursday 2:00 p.m.

Deadlines for other products (Nuremberg and Schweinfurt) are available on request

D) Overview of deadlines for trucks

Delivery dates can be canceled free of charge according to the following scheme:

- Appointments until 10:00 a.m. 2 working days before the scheduled delivery by 5:00 p.m.
- Appointments from 10:00 a.m. up to 24 hours before the scheduled delivery

15.2. Cancellations / non-loading / cancellation fees

Necoss GmbH reserves the right to charge a cancellation fee for **failure to use the reserved trainspace** (non-loading and / or short-term cancellation or postponement of orders **after the booking deadline**) .

Possible reasons:

- > Cancellation or postponement of orders to (acc. timetable)
- > Missing provision at the transshipment terminal during export (KV-S)
- > Non-loading due to failure to notify as to readiness (delivery to the terminal, customs / veterinary / phyto-release approval, release) in the event of failure to inform Necoss GmbH or later (after the booking deadline)
- > Non- loading due to damage to containers
- > Non-loading if the container does not comply with railway regulations
- > Missing information

Containers are not considered as loaded if they have been placed on the wagon but unloaded again and thus cannot depart as planned.

The **TRAIN** cancellationfee is **€ 125 per TEU**

Furthermore, in the event of cancellations and short-term postponements of delivery dates, NECOSS will charge for lost freight in accordance with the periods defined in 15.1. The amounts will be communicated and billed accordingly

15.3. Provision

The customer guarantees that the equipment to be taken over will be provided in good time (Seaport and empty depots) with any necessary passwords / pins also being transmitted to us. Necoss GmbH is not responsible for non-loading and / or delayed presentations due to failure to provide items or information and / or passwords. Please send the certificates of obligation to the relevant terminals.

15.4. Provision for imports / ship arrivals

Necoss GmbH is not responsible if the specifications cannot be met and / or additional costs arise if containers cannot be loaded in the seaport due to a failure notify as to provision at the terminals. The specifications of the terminals and customs regarding provision dates for containers to be unloaded the time windows for train dispatch must be taken into account in rail operations

15.5. Registration of depots / terminals

The customer guarantees that containers in the depots / terminals have been registered to facilitate timely delivery. Any costs for idling times that arise due to successful registration will be passed on according to the idling time regulation

16. Liability / limitation of liability

16.1. General

We work on the basis of the General German Forwarding Conditions (ADSp, as amended) supplemented by the terms and conditions ("scope of services in combined transport"); in the event of deviations, the scope of services will apply. The transport liability insurance is covered by BüchnerBarella, Hamburg (see Appendix 2)

Place of jurisdiction and fulfillment: Bremen

There is cover for the liability under the transport contract within the scope of the respective applicable regulations, in particular liability arising from

legal regulations / international conventions / contractual / customary liability agreements.

Within the so-called "liability corridor" according to the German Commercial Code (HGB), liability for up to 40 special drawing rights is also insured, if this has been agreed.

The limitation of liability does not apply to damage with injury to life, body or health; it also does not apply in the event of willful action or in the event of a breach of key contractual obligations. The limitation of liability in Section 23 of the ADSp deviates from the statutory regulation according to Sections 431,461 HGB.

16.2. Delivery times

Delivery times and / or fixed dates cannot be guaranteed. This applies to the rail and truck portion of the combined transport. The train times are based on the DB Netze AG timetables and a transport process free from any hinderance. Necoss GmbH cannot be held liable if a delivery delay occurs due to events for which we are not responsible and / or which are not foreseeable and / or cannot be influenced by us.

These include construction sites, line closures and diversions, accidents, handling delays in the seaports (e.g. using the terminal slot procedure) and / or hinterland (train stations and terminals and container depots); IT or equipment failure; as well as adverse weather conditions and their consequences for road and rail traffic, manoeuvring operations, crane operations at the terminals and stations and other areas along the transport chain.

Unavoidable events and / or force majeure will exempt both parties from performing their task. The liability for damages due to breach of duty will not apply in the cases mentioned here.

Costs for container rental (demurrage / detention) as well as parking, storage and handling of containers will not be accepted by Necoss GmbH unless there is evidence that Necoss made a gross error that led to the costs.

17. Other conditions

17.1. Adjustments to the conditions

If, during the validity of our rates and / or the services mentioned here, rising cost factors strongly influence our calculations, we reserve the right to change them and pass them on to our customers with appropriate notification. These include, for example, energy costs, Fees in the sea and inland terminals, at the train stations, at the terminals or on the route, but also legal requirements and their effects.

When a transport order is placed with Necoss GmbH, the scope of services applicable at that time is considered as accepted.

17.2. Due date for payment

Invoices are issued by Necoss GmbH, Bremen.

The payment term is 14 calendar days, based on the invoice date

In the event of unresolved complaints, the agreed payment terms must nonetheless be adhered to. Offsetting claims against payments is not permitted without prior agreement and consent on the part of Necoss GmbH

17.3. Company details

Company headquarters:	Necoss GmbH Neutral Container Shuttle System GmbH
Bremen District Court:	Otto-Lilienthal-Strasse 8, 28199 Bremen
VAT ID no:	HRB20769HB
Managing Director:	DE 813397097
Shareholders:	Sebastian Doderer
	Eisenbahnen und Verkehrsbetriebe Elbe-Weser GmbH (evb)

18. Attachments

Attachment 1	Fuel surcharge / diesel floater
Annex 2	Insurance confirmation for transport liability

Calculation basis Monthly consumer prices for diesel fuel acc. to BGL
<http://www.bgl-ev.de/images/downloads/dieselpreisinformation.pdf>

Determination The diesel price index is determined 4 times a year. The determined average price is the basis for determining the index.
 Quarterly application according to the following scheme:

Investigation month	Publication	Billing quarter / months	
September	End of December	Q1	
October			January
November			February
December	End of March	Q2	
January			March
February			April
March	End of June	Q3	
April			May
May			June
June	End of September	Q4	
July			July
August			August
September			
October			
November			
December			

Application Up to a determined diesel price of 101.99 ct / l, no fuel surcharge is levied. From 102 ct / l the following overview is used

Index	Price ct / l	Surcharges in euros up to km									
		20	40	60	80	100	120	140	160	180	200
0	< 102	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
1	102.00 - 106.99	2,00	3,00	4,00	5,00	6,00	7,00	8,00	9,00	10,00	11,00
2	107.00 - 111.99	4,00	5,50	7,00	8,50	10,00	11,50	13,00	14,50	16,00	17,50
3	112.00 - 116.99	6,00	7,50	9,00	10,50	12,00	13,50	15,00	16,50	18,00	19,50
4	117.00 - 121.99	8,00	10,00	12,00	14,00	16,00	18,00	20,00	22,00	24,00	26,00
5	122.00 - 126.99	10,00	12,00	14,00	16,00	18,00	20,00	22,00	24,00	26,00	28,00
6	127.00 - 131.99	12,00	14,50	17,00	19,50	22,00	24,50	27,00	29,50	32,00	34,50
7	132.00 - 136.99	14,00	16,50	19,00	21,50	24,00	26,50	29,00	31,50	34,00	36,50
8	137.00 - 141.99	16,00	19,00	22,00	25,00	28,00	31,00	34,00	37,00	40,00	43,00
9	142.00 - 146.99	18,00	21,00	24,00	27,00	30,00	33,00	36,00	39,00	42,00	45,00
10	147.00 - 151.99	20,00	23,50	27,00	30,50	34,00	37,50	41,00	44,50	48,00	51,50

BüchnerBarella - Bleichenbrücke 9 - 20354 Hamburg

NeCoSS GmbH
-Neutral Container Shuttle Systems
Otto-Lilienthal-Str. 8
28199 Bremen

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Petra Wolff

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19.11.2020

Verkehrshaftungs – Versicherung 20090015503

Versicherer: AXA Versicherung AG

Versicherungsnehmer: NeCoSS GmbH

Sehr geehrte Damen und Herren,

hiermit bestätigen wir, dass über uns unter obiger Vertragsnummer eine Verkehrshaftungs-Versicherung abgeschlossen wurde. Der Versicherungsvertrag wird geführt von der AXA Versicherung AG, Hamburg.

Versichert ist die gesetzliche und vertragliche Haftung des Versicherungsnehmers gemäß den deutschen gesetzlichen Bestimmungen, insbesondere der §§ 407 ff. HGB, der Allgemeinen Geschäftsbedingungen (AGB) der EVB Eisenbahnen und Verkehrsbetriebe Elbe-Weser GmbH und der einheitlichen Rechtsvorschriften für den Vertrag über die internationale Eisenbahnbeförderung von Gütern (CIM).

Außerdem gewähren die Versicherer Versicherungsschutz für abweichende Vereinbarungen bis zu 40 SZR gemäß § 439 Abs. 2 Nr. 1 HGB, soweit dies mit Ihrem Auftraggeber vereinbart ist.

Versichert sind die nachfolgenden Tätigkeitsbereiche mit den angegebenen maximalen Versicherungsleistungen je Schadenfall, also je Geschädigten und je Verkehrsvertrag:

Frachtverträge

- bei Güter- und Güterfolgeschäden € 3.000.000,00
- bezüglich Überführungsfahrten von Lokomotiven € 5.000.000,00
- bei reinen Vermögensschäden € 550.000,00

Speditionsverträge

- bei Güter- und Güterfolgeschäden € 3.000.000,00
- bei reinen Vermögensschäden € 500.000,00

Lagerverträge

- bei Güter- und Güterfolgeschäden € 1.000.000,00
- bei Inventurdifferenzen unabhängig von der Zahl der für die Inventurdifferenz ursächlichen Schadenfälle pro Jahr begrenzt mit € 50.000,00
- bei reinen Vermögensschäden € 550.000,00

Bankverbindung: Commerzbank AG Hamburg · IBAN: DE44 2004 0000 0625 2670 00 · BIC: COBADE33XXX
FA Hamburg Steuernr. 48 709 05276 · Gläubiger-ID: DE61HAM00000518209 · AG Hamburg HRB 127319
Geschäftsführer: Uwe Meyer, Victor Orendovicl, Harald Söhler, Josef Holzinger, Stefan Kennenrich, Reinhard Prenzel

Mitglied im Bundesverband Deutscher Versicherungsmakler e.V.  WING INSURANCE Internationales Netzwerk unabhängiger Versicherungsmakler

Weitere Haftungsbeschränkungen

- Ansprüche nach dem Recht der unerlaubten Handlung (**Deliktrecht**), unabhängig von der Art des Verkehrsvertrages oder des Schadens, je Schadenfall € 100.000,00
- Qualifiziertes Verschulden, grobes Organisationsverschulden begrenzt bis maximal je Schadenfall und Schadenereignis € 500.000,00


Je **Schadenereignis** ist die Versicherungsleistung generell begrenzt mit € 5.000.000,00.
Die maximale **Ersatzleistung pro Jahr** ist begrenzt mit € 5.000.000,00.

Geltungsbereich: Geographisches Europa

Der Versicherungsvertrag ist bis 31.12.2021 abgeschlossen.
Der Vertrag verlängert sich stillschweigend jeweils um ein Jahr, sofern er nicht mit einer Frist von drei Monaten zum Ablauf von einer der Vertragsparteien gekündigt worden ist.

Mit freundlichen Grüßen

BüchnerBarella


i.A. Petra Wolff

	Location	Terminal	Parking days free of charge (incl. day of receipt)	Requirements	Parking conditions at the end of the free times per day			
					20'	40'	Other conditions	
OUTLAND	Kornwestheim	DUSS	2	Day 3 - 4	18,00 €	28,00 €	--	
				from day 5	27,00 €	42,00 €		
				Import load storage			55,00 €	from day 5 / one-time flat rate / "load storage"
				Export load storage			55,00 €	from day 3 / one-time flat rate / "load storage"
	Stuttgart	DP World	2	Day 3-6	8,00 €	16,00 €	35,00 €	One-time parking handling
				from day 7	16,00 €	32,00 €		
	Nuremberg	Tricon	2	day 3 - 9	8,00 €	16,00 €	35,00 €	One-time parking handling
				from day 10	58,00 €	66,00 €		
	Schweinfurt	Translog:	2	day 3 - 9	11,00 €	22,00 €	35,00 €	One-time parking handling
				from day 10	22,00 €	44,00 €		
PORT	Hamburg	KTH	2	Day 2 * / 3-5, each at	10,00 €	10,00 €	28,00 €	One-time parking handling
				Day 4-7, each at	20,00 €	20,00 €		
				from day 8, each at	25,00 €	25,00 €		
				Dangerous goods =* from day 2 as above				
	Hamburg	Eurocombi	2	from day 3	9,00 €	18,00 €	28,00 €	One-time parking handling
			Dangerous goods =	from day 2	18,00 €	36,00 €		

	Product	Deadline	Rule	Explanation / example
IMPORT	HAM - KWH	BOOKING DEADLINE	Working day before departure / 2:00 p.m.	Departure Mon > BD Fri 2:00 p.m. Departure Wed > BD Tue 2:00 p.m. Departure Fri > BD Thu 2:00 p.m.
		Loading readiness	Departure day 10:00 a.m.	Departure Mon > LR Mon 10:00 a.m. Departure Wed > LR Wed 10:00 a.m. Departure Fri > LR Wed 10:00 a.m.
	BHV - STG	BOOKING DEADLINE	2 working days before departure by 2:00 p.m.	Departure Mon / Tue > BD Fri 2:00 p.m. Departure Wed / Thu > BD Tue 2:00 p.m.
		Loading readiness	Working day before departure or on the day of loading until 8:00 a.m.	Departure Mon / Tue > LR Mon 8 a.m. Departure Wed / Thu > LR Wed 8 a.m.
EXPORT	KWH - HAM	BOOKING DEADLINE	Working day before departure / 2:00 p.m.	Departure Tue > BD Mon 2:00 p.m. Departure Thu > BD Wed 2:00 p.m. Departure Sat > BD Fri 2:00 p.m.
		End of loading	Day of departure / 6:00 p.m. (Exception departure on Saturday)	Departure Tue > EL Tue 6:00 p.m. Departure Thursday > EL Thursday 6:00 p.m. Departure Sat > EL Fri 6:00 p.m.
	STG - BHV	BOOKING DEADLINE	Working day before departure / 2:00 p.m.	Departure Tue > BD Mon 2:00 p.m. Departure Thu > BD Wed 2:00 p.m.
		End of loading	Day of departure / 2:00 p.m.	Departure Tue > EL Tue 2:00 p.m. Departure Thursday > EL Thursday 2:00 p.m.