

RAIL CARGO TERMINAL - BILK LTD.

GENERAL TERMS AND CONDITIONS

In effect: 01.12.2022.



GENERAL TERMS AND CONDITIONS

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1. General data of the Service Provider

Company name: Rail Cargo Terminal - BILK Development and Operations Private Limited Company

Abridged company name: Rail Cargo Terminal - BILK Zrt.

Registered seat: 1239 Budapest, Európa utca 4.

Company registration number: 01-10-044722

Tax number: 12782419-2-43

Main phone number: 06-1-289-6000

Container administration: 06-1-289-6051

Depo administration: 06-1-289-6081

Main fax number: 06-1-289-6060

Main e-mail address: info.rct.bilk@railcargo.com

GPS: É 47.3752429, K 19.1147081

Website of the Service Provider: <http://www.railcargobilk.hu/hu>

2. Scope of the General Terms and Conditions

The present General Terms and Conditions (hereinafter referred to as „GTC“) cover the following Services of the Service Provider:

- Consignment collection and delivery
- Consignment storage
- Handling of Consignment containing dangerous goods (not including the storage of such Consignments)
- 90 days temporary storage
- Presentation for customs inspection
- Container repair and cleaning
- Refrigerated container services
- Empty container depot services
- Transhipment of goods
- Hazard barge services
- Weighing

The present GTC and its annexes govern the rights and obligations of the Parties in relation to the above-mentioned Services.

Present provisions contained in these GTC do not cover the services set out in the current version of the Service Facility Statement on Terms and Conditions of the use of the Service Facility of Rail Cargo Terminal-Bilk Zrt., to be founded on the Service Provider's website.

The departure and loading of trains and the reception and unloading of trains are subject to a valid operator's contract between the train operator and the Service Provider.

3. Definitions

Definitions of certain terms used in the GTC and its annexes, in the Service Contract and its related amendment(s) and other declarations:

Cashier's Office: the cashier's office at the registered seat of the Service Provider that handles payments and certification.

Civil Code: Act V of 2013 on the Civil Code.

Consignment: container, semi-trailer, swap body.

Complaint: a notification made by the Customer in connection with the provision of the Service, aimed at remedying an individual breach of rights or interests of the Customer, including a complaint about the Tariffs.

Customer: the person who uses one of the Service Provider's Services and thus a Service Contract has been concluded between the Service Provider and the person.

Force Majeure: An external cause beyond the control of the Service Provider, unforeseeable at the time of the conclusion of the contract, in relation to which the Service Provider could not reasonably have been expected to avoid the circumstance preventing the proper performance of the contract or to avert the consequences thereof, which shall include, but not be limited to, acts of war, sabotage, riot, bomb attacks, revolution, other state of emergency, natural disaster, natural catastrophe, earthquake, fire, epidemic, flood, windstorm, lightning, strike, and measures taken by the authorities empowered under the Defence Act, serious breakdown, embargo, boycott, import-export ban, mass epidemic of human disease, etc.

Offer: the offer made by the Service Provider in response to the Customer's Request for Offer.

Parties: the Service Provider and the Customer.

Payment Agreement: the written agreement to be concluded between the Customer and the Service Provider, on the method of the payment of the Service, in which the Parties may deviate from the terms and conditions of the present GTC and its annexes, in whole or in part.

Request: a service order submitted by the Customer via the Service Provider's website.

Request for Offer: the Customer's request to the Service Provider for the provision of an Offer for a Service.

SDR: Special drawing right as defined by the International Monetary Fund.

Service: the services provided by the Service Provider to the Customer as defined in Clause 2 of the GTC, both together and separately.

Service Contract: the contract between the Service Provider and the Customer for the provision of the Service, consisting of in any case these General Terms and Conditions and its Annexes, and if applicable, a Payment Agreement, the Offer accepted by the Customer or the order confirmed by the Service Provider.

Tariff: a document **unilaterally established** and published by the Service Provider, which is an annex to the present GTC, containing the tariffs for the Services, which the Service Provider shall review each year and publish it for the following year on its website by 1 December at the latest.

Tariff Complaint: Complaint made by the Customer to the Service Provider regarding a dispute about the amount of the Tariffs charged by the Service Provider.

UCC: Regulation (EU) No. 952/2013 of the European Parliament and of the Council of the European Union laying down the Union Customs Code.

VAT Act: Act CXXVII of 2007 on Value Added Tax.

4. Service Contract

4.1. The formation of the Service Contract

- 4.1.1. The Service Contract shall be concluded by a Payment Agreement duly signed by the Parties, by an individual agreement or by the Service Provider's confirmation of the order sent in writing by the Customer.
- 4.1.2. For Customers who do not have a written agreement to the contrary, the Service Contract is concluded upon the Customer's use of the Service.
- 4.1.3. The Parties may agree on tariffs different from the applicable Tariff by the Customer's acceptance of the Offer issued by the Service Provider. In the absence of an express acceptance, the Customer's use of the Service shall also constitute acceptance of the Offer.
- 4.1.4. Unless otherwise agreed, the provisions of these GTC and its annexes shall apply to the Service Contracts covered by this subsection no. 4.1.

4.2. Common rules for Service Contracts

- 4.2.1. Unless otherwise agreed, the tariff of the Service shall be governed by the Tariff.
- 4.2.2. The Service Provider may make the use of certain Services by the Customer subject to an individual agreement or to a Payment Agreement in force.
- 4.2.3. The specific rules relating to the ordering, modification and performance of certain Services are set out in the Technical Information attached as Annex 1 to the present GTC.

- 4.2.4. The Customer shall place all orders in such time that the Service Provider is able to fulfil them on time, considering the general lead time expected from it.
- 4.2.5. **The Customer's General Terms and Conditions do not form part of the Service Contract.**
- 4.2.6. An amendment by mutual agreement shall be deemed to have been made if the Service Provider reaches out to the Customer with a proposal to amend the Service Contract by mutual agreement and the Customer accepts the proposal or does not expressly reject it within 8 days of receipt. In the absence of a refusal, the Customer shall be deemed to have accepted the amendment of the contract with the content of the proposed amendment.
- 4.2.7. **The Service Provider is entitled to unilaterally amend the Service Contract in the following cases:**
- a) due to a change in legislation or a decision by a public authority;**
 - b) if the Service Contract or the conditions of use of the Service are changed in a way that is only advantageous to the Customer;**
 - c) where the Service Provider is replaced by another service provider as a result of the transformation of the Service Provider or the termination of the provision of the Service or of a contract, excluding the case where the Service Provider is replaced by an affiliate of the Service Provider or by another legal entity belonging to the same group of companies;**
 - d) in the event of termination of services, options or additional services in the future;**
- 4.2.8. Unilateral amendments to the Service Contract shall not result in a material modification of the terms and conditions of the Service Contract. In particular, a change to the terms and conditions of use of the Service (including, in particular, the Tariff for the Service, the duration of the Service Contract and the legal consequences of termination, and the quality of the Service) shall be deemed to be a material modification.
- 4.2.9. In the event of a unilateral modification of the Service Contract, the Service Provider shall send the Customer notice of the modification at least 8 days before it enters into force, together with information on the conditions of termination and the legal consequences of termination to which the Customer is entitled. The notification shall include: a reference to the amended provision of the Service Contract, the date on which the amendments enter into force, the contact details of the published GTC and, if the Service Provider modifies the tariff of the Services or reduces the volume of the Services included in the tariff, the modified tariff, volume, and amount of the change.
- 4.2.10. The Service Provider shall not be obliged to apply the notification periods under the previous point when the amendment of the Service Contract becomes necessary due to the introduction of a new service and the amendment does not affect the Service Contract already in force, or if the amendment only reduces the tariff for a Service; or the amendment is required by a change in legislation or a decision of a public authority.

- 4.2.11. If the substantial modification involves a change that is detrimental to the Customer, the Customer shall be entitled to terminate the fixed-term Service Contract with immediate effect within 8 days of receipt of the notification, without further legal consequences. If the Customer does not exercise this right of immediate termination within 8 days, the material modification shall be deemed to have been accepted.

4.3. Termination or automatic termination of the Service Contract

- 4.3.1. The Service Provider shall give notice of termination of the Service Contract in writing or, if the Customer has consented in the Service Contract, by electronic document or electronic mail, the delivery of which can be credibly proven.
- 4.3.2. The Service Provider may terminate the Service Contract with immediate effect if the Customer obstructs or endangers the proper functioning of the Service Provider's equipment and the Customer does not immediately remedy this breach of contract after having been warned of the consequences; nor does the Customer, after having been warned of the consequences, allow the Service Provider to carry out the checks necessary to investigate or remedy the reported fault or the fault discovered by the Service Provider; the Customer is in delay with the payment of the tariff for more than 15 days; the Customer uses the Service in a manner or for purposes that are contrary to the law; on the basis of the available data and information, it is likely that the Customer has misled the Service Provider with regard to a material fact, in particular but not limited to personal data, for the purpose of concluding the Service contract or using the Service.
- 4.3.3. The Customer shall pay for the service used after the notice of termination on the basis of a request for payment by advance transfer, or, in the absence of advance transfer, pay the tariff due to the Service Provider in cash at the Service Provider's registered seat prior to the release of the Consignment.
- 4.3.4. If the Customer does not use the Service for two years, the Service Contract of indefinite duration shall automatically expire on the last day of the second year following the date of the last performance by the Service Provider.

5. Payment terms, Tariff complaint

5.1. Terms of payment

- 5.1.1. Unless otherwise indicated, the tariffs quoted by the Service Provider are net tariffs and do not include VAT. In the absence of a valid Payment Agreement, the Customer shall pay the consideration for the Service in advance, in Hungarian forints and in cash, as set out in the Tariff or, in the case of an individual Offer other than the Tariff, in the Offer. In case of a Customer who is obliged to open a domestic account, no cash payments exceeding a total gross amount of HUF 1.500.000,- per calendar month are possible. The Customer is only entitled to make payments by bank transfer during the opening hours of the Cashier's Office. The Service Provider is only able to check the bank transfer and confirm the payment of the Service during the opening hours of the Cashier's Office. Information on the Cashier's Office is available on the Service Provider's website.

- 5.1.2. Other conditions may only be applied if a Payment Agreement is in force.
- 5.1.3. Unless otherwise agreed in writing, the Service Provider shall calculate and invoice the tariff of the Service in the manner based on the Tariff. The Service Provider shall issue an invoice of the tariff of the Service provided by it, which shall include the one-off tariffs and/or other tariffs for the Service and the consideration for the Services provided. The Service Provider shall deliver the invoice to the Customer personally or send it electronically, depending on the possibility. The Customer acknowledges that the invoice sent by e-mail does not constitute an electronic invoice issued pursuant to the VAT Act, it is only an unofficial copy of the paper invoice.
- 5.1.4. **If the currency of the invoice differs from the currency of the tariffs set out in the Tariff or the Offer, the amount of the invoice shall be converted at the exchange rate published by the National Bank of Hungary on the last working day of the month preceding the month in which the invoice is issued.**
- 5.1.5. The Customer shall pay the invoice issued by the Service Provider in the manner specified therein.
- 5.1.6. The Service Provider shall have the right, at its sole discretion, to make the provision of the Service conditional upon the payment of an advance.
- 5.1.7. The Service Provider shall be entitled to a lien on any property of the Customer which has come into its possession during the performance of the Service or otherwise, up to the amount of the invoice or invoices and up to the amount of any claim for default interest, collection tariffs, debt collection tariffs or any other claim of any nature whatsoever. The Service Provider may seek satisfaction from the pledged property before anyone else. The Service Provider's right of satisfaction from the pledged property shall be opened on the 15th day after the due date of the overdue and unpaid invoices without any further action, after which the Service Provider shall be entitled, at its option, to claim the pledged property in accordance with the provisions of Section XXVII of the Civil Code. If the Pledged Property contains perishable goods, as notified by the Customer, the Service Provider shall be entitled to open the Pledged Property and immediately sell the Pledged Property and the goods contained therein. If the perishable goods are not sold immediately, the Customer shall be liable for any resulting damage. The Service Provider shall be entitled to charge for the storage of the Pledged Item the tariff set out in the Tariff applicable to Service Contracts.

5.2. Tariff complaint

- 5.2.1. If the Customer disputes the amount of the tariff charged by the Service Provider, the Service Provider shall register the complaint without delay and examine it within a maximum of 30 days. If the Customer disputes the amount of the Tariffs claimed by the Service Provider, the Customer shall have the burden of proving that the Service was not provided or was not provided to the extent stated in the issued invoice. Neither a Tariff Claim submitted for an invoice that is not yet due nor for an invoice with an expired payment deadline shall have a suspensory effect on payment.
- 5.2.2. If the Tariff Complaint is justified, the Service Provider shall correct the invoice originally issued.

- 5.2.3. If the Service Provider accepts the Tariff Complaint only partially, the Service Provider shall send the Customer a corrective invoice for the part of the disputed amount for which the Tariff Complaint was accepted. The Customer shall pay the tariff contained in the corrective invoice within the time limit specified in the invoice.

6. Complaints

- 6.1. The Customer shall have the right to make a complaint to the Service Provider regarding the Service only in writing.
- 6.2. The Service Provider shall examine the Complaint within 15 days of its receipt at the latest and inform the Client of the result of the examination within a further 15 days.

7. Dangerous goods

- 7.1. The Customer shall comply with the Hungarian and international regulations on the transport, marking and temporary storage of dangerous goods. The Customer shall notify the Service Provider in writing of the specific type of the dangerous goods in advance, in the order or in the Request for Offer and shall provide the Service Provider with all information and documentation necessary to fulfil the Service.
- 7.2. All consignments must comply with the regulations on the transport of dangerous goods, in particular the provisions of Government Decree No. 387/2021 (30.VI.) and Government Decree No. 388/2021 (30.VI.), before acceptance.
- 7.3. The Customer is obliged to ensure that in the case of a Consignment containing dangerous goods, the transport vehicle is marked in accordance with the law.
- 7.4. The Customer shall be liable to the Service Provider for any damage and shall indemnify the Service Provider against any liability arising on the Customer's side in connection with the transport, safe custody and handling or other measures taken against third parties, the quality and packaging of the goods and the failure to comply with its duty of care.
- 7.5. If the Customer fails to comply with any of the provisions of this clause, the Service Provider shall be entitled, at the Customer's expense, to take all necessary measures.

8. Compensation, liability

- 8.1. **Defective performance by the Service Provider is deemed to be: failure of the Service Provider to meet the quality requirements specified in the Service Contract at the time of performance of the Service for reasons attributable to the Service Provider.**
- 8.2. **The Service Provider shall not be deemed to have failed to perform its obligations if**
- a) the fault is caused by the Customer or by Force Majeure, or the defect has not been notified, or if the Customer expects a service or service conditions other than the quality of the service provided or the service conditions;**
 - b) the fault has been remedied within reasonable time;**
 - c) the fault could not be rectified because the Customer did not provide access to the container causing the fault in order to rectify the fault;**
 - d) the fault was caused by the carrier's improper loading of the container on the carrier's equipment or by the carrier's failure to act in accordance with the information or instructions given by the Service Provider.**
- 8.3. In the event of defective performance of the Service Contract, the Service Provider shall compensate for the proven damage caused to the object of the Service. **In case of delay or defective performance, no other damage to the Customer's property may be claimed from the Service Provider.**
- 8.4. **The Service Provider shall only be liable for damages in the event of fault, i.e. the Service Provider shall be exempt from liability for damages if it proves that it proceeded with the care that is generally expected under the given situation in order to ensure faultless performance. The Service Provider's liability for damage to the goods contained in the Consignment is limited to SDR 8.33 per gross kilogram of goods missing or damaged due to loss or damage. The Customer expressly acknowledges and accepts the present limitation of liability.** The provisions limiting or excluding liability set out in the present and the preceding clause shall not apply to any breach of contract caused intentionally by the Service Provider or causing damage to human life, physical integrity or health.
- 8.5. The Service Provider shall not be liable for any damage caused by the Customer's failure to comply with the obligation to exhibit a suitable means of transport on the part of the carrier engaged by or on behalf of the Customer or by the Service Provider's failure to comply with the weight limit specified by the carrier for the means of transport but exceeding the actual load capacity of the means of transport. The Customer expressly acknowledges this limitation of liability.
- 8.6. By accepting the Consignment, the Customer or the carrier acting on the Customer's behalf expressly acknowledges that the Customer has received all necessary information from the Service Provider about the Consignment (including the gross weight of the Consignments marked with the ILU code). The Customer's full responsibility to comply with and to have the carrier acting on its behalf comply with the provisions of Decree No. 36/2017 (IX.18) of the Ministry of National Development and, if necessary due to the technical characteristics of the vehicle combination, to have the authorisations issued by the competent authority. In the event of a breach of the provisions of this clause, the Customer shall be liable in full for the Service Provider in the event of any payment obligation of the Service Provider in this respect.

- 8.7. The Customer shall load the Products in the Consignment in such a way that the Service Provider can perform the Services on the Consignments safely and without damaging the products.
- 8.8. If the Service Provider detects obvious defects or damage to the Consignment upon arrival, the Service Provider may refuse to accept and further handle the Consignment. If the defect or damage is discovered by the Service Provider after receipt of the Consignment, the Service Provider will attempt to contact the Customer and will agree with the Customer on the next steps to be taken. If the Service Provider fails to reach the Customer or the Customer does not give instructions, the Service Provider shall take the measures it deems necessary. The Customer shall bear the costs incurred in this way.
- 8.9. The Customer, or the carrier acting on its behalf, must check before taking delivery of the Consignments that the seals indicated in the exit documents are undamaged and that all documents required for road transport are available. In the event that the Customer or the carrier acting on its behalf takes over the Consignment from the Service Provider, the Customer expressly acknowledges that the seals are undamaged and that it has received the necessary documents from the Service Provider. If the Customer or the carrier acting on behalf of the Customer does not immediately notify the Service Provider of the absence of any of the conditions set out in this clause prior to receipt, the Service Provider fully excludes its liability in this respect.
- 8.10. In the event of delivery of an empty container, the Customer or the carrier (driver) acting on its behalf shall check the condition of the container prior to acceptance to ensure that it is suitable for road transport.
- 8.11. The Customer acknowledges that if, in the opinion of the Service Provider, the provision of the Service would endanger human life, physical safety or health or the property of the Customer or others due to extreme weather conditions or other extraordinary circumstances at the terminal, the Service Provider is entitled to suspend the provision of the Service until the extreme weather conditions or extraordinary circumstances have ceased or have been remedied. The Service Provider shall not be liable for any damages suffered by the Customer due to the suspension of the Service for such reasons.

9. Trade compliance

The Customer undertakes to comply with all foreign economic legislation of the countries concerned and of the European Union, in particular as regards the import, export and transit of goods subject to authorisation, including so-called dual-use goods (economic goods that can be used for both civil and military purposes). The Customer shall notify the Service Provider in writing and in good time of all regulations, prohibitions, and restrictions applicable to the goods to be shipped. The Customer shall indemnify the Service Provider in full for any damage resulting from any failure to comply with foreign trade regulations. In addition, the Customer is obliged to check the names and addresses on the sanction lists issued by the various institutions.

10. Data protection

- 10.1. The Service Provider shall store personal data and contact details (company name, address, invoice details) relating to the Customer in connection with the contractual relationship, as well as personal data relating to the duties and responsibilities of the Customer's employees in its CRM system, insofar as this is necessary for the performance of the contract (Article 6 (1) (b) GDPR), the protection of the Service Provider's legitimate interests (Article 6 (1) (f) GDPR), i.e. for the efficient central Customer administration within the group. The use of such personal data remains within the Rail Cargo Group (the Service Provider and its affiliated companies) and may be transferred to subcontractors for these purposes, if necessary.
- 10.2. Contact data stored in the CRM system will also be used by Rail Cargo Group for the distribution of newsletters. The Customer may have already decided at the time of checking his e-mail address whether it wishes to subscribe to the newsletter and has the possibility to unsubscribe from any newsletter at any time.
- 10.3. The Customer is obliged to inform its employees about the transmission of this information (contact details, position and responsibilities) to the Service Provider and Rail Cargo Group.
- 10.4. The Service Provider undertakes to store and process the Customer's personal data only for as long as it is necessary for the Service Provider to fulfil its contractual obligations or to enforce or defend its legal claims. In any case, the Service Provider is entitled to store and process personal data for as long as necessary to comply with legal provisions.
- 10.5. The Service Provider shall have the following rights in relation to the personal data processed by the Customer:
 - a) the right of access to the personal data processed by the Service Provider in accordance with Article 15 of the GDPR;
 - b) the right to rectification and, in accordance with Article 16 of the GDPR, the right to erasure in accordance with Article 17 of the GDPR, and, in accordance with Article 18 of the GDPR, the right to restriction of processing;
 - c) the right to object in accordance with Article 21 of the GDPR;
 - d) the right to data portability in accordance with Article 20 of the GDPR;
 - e) the right to issue a complaint with the competent data protection authority in accordance with Article 77 of the GDPR.

11. Contact

- 11.1. The Parties may communicate with each other in accordance with the provisions of these GTC by electronic means (e-mail) or by post. Any declaration made by any means other than the above is not capable of producing legal effects. If either Party sends a registered letter with advice of delivery to the other Party and delivery fails for any reason (because the addressee refused to ac-

cept delivery, or “not sought”, “addressee unknown”, “moved”, etc.), the consignment shall be deemed to have been delivered on the 3rd day after dispatch. A declaration sent by e-mail shall be deemed to have been delivered on the working day following the day on which it was sent.

- 11.2. The Parties shall communicate in connection with the Service and the Service Contract only in Hungarian or English. The Service Provider shall not be obliged to reply to requests in any other language.

12. Applicable law, jurisdiction

- 12.1. The legal relationship between the Parties shall be governed by Hungarian law. In the event of any dispute, the Parties stipulate the exclusive jurisdiction of the Budapest District Court for the II and III Districts and the Tatabánya Regional Court, depending on their respective jurisdiction.

13. Confidentiality

- 13.1. The Parties undertake to treat as trade secrets all facts, information, solutions or data that come to their knowledge in the course of or in connection with the performance of the Service Contract, which relate to each other’s data, assets, business activities, management, ownership, business relations or contracts, regardless of whether they have been classified as trade secrets by the Party concerned or whether the Party has taken the necessary measures to keep them confidential. The Parties shall maintain the trade secret without time limitation after the termination of the Service Contract and shall act in such a way that the trade secret is not disclosed to third parties.

14. Miscellaneous

- 14.1. The Parties shall cooperate with each other in all respects in the performance of the Service Contract. If one Party causes damage to the other Party, the Party that suffers the damage shall be liable to pay compensation in accordance with the applicable legislation.
- 14.2. The Customer shall inform the Service Provider of any changes in its personal data, the person of its representative and legal status without delay, but no later than 8 days after the change occurs, by e-mail or registered mail to the main e-mail address indicated at the Service Provider’s website. The Customer shall inform the Service Provider in writing of any involuntary bankruptcy proceeding, liquidation or bankruptcy proceedings initiated against it without undue delay after the proceedings have been initiated.

- 14.3. **The Parties agree that in addition of the provisions of the Payment Agreement, only the Offer accepted by the Customer, the order or Request confirmed by the Service Provider and the present GTC and its annexes shall form part of the Service Contract. The Parties agree that any prior agreement not incorporated in these documents or any agreement, custom or practice of the Parties during their prior business relationship of a similar nature shall not become the content of the Service Contract. Likewise, any custom or practice widely known and regularly used by the parties to a similar contract in the relevant business sector shall not become the content of the Service Contract if it differs from the terms of the Service Contract or the present GTC and the Annexes thereto.**
- 14.4. The Parties agree that if any provision of the present GTC is found to be invalid, the validity of the other provisions of the present GTC shall not be affected. In such case, the Parties shall replace the invalid provision(s) with valid provisions that best reflect the original intentions of the Parties.
- 14.5. The provisions in bold and underlined in the present GTC and its annexes are materially different from the law, normal business practice or previous terms and conditions applied by the Service Provider.
- 14.6. The present GTC have been prepared in separate English and Hungarian versions. In case of any discrepancy or question of interpretation between the two versions, the Hungarian version shall prevail.
- 14.7. All the annexes to the present GTC, as published on the Service Provider's website and in force from time to time, form an integral part of the present GTC.

Annexes:

1. Technical information
2. Tariff

RAIL CARGO TERMINAL - BILK LTD.

TECHNICAL INFORMATION

ANNEX 1 TO THE GTC



1. Provisions related to the individual Services

1.1. Receipt and handover of the Consignment

The Service Provider performs the lifting of the cargo units using cranes or mobile lifting equipment.

The process of lifting:

- a. Lifting begins when the gripper part of the cargo handler equipment is lowered onto the cargo unit. Lifting ends when the gripper part of the cargo handler equipment is released from the cargo unit, lifted and moved away from the cargo unit.
- b. At the time of the delivery of the cargo units, the Customer (if necessary with the help of hired workforce) shall loosen the screws securing the cargo unit to the road vehicle and shall ensure that the cargo unit can be safely removed.
- c. At the time of receiving the cargo units, the Customer (if necessary with the help of hired workforce) shall place the locking elements of the road vehicle appropriately so that it will be able to receive the cargo unit(s).
- d. Lifting shall be performed by the Service Provider using its own equipment. The Customer and the assistants it employs shall supervise and provide assistance to the operation of loading onto the road vehicle and off the vehicle. The Customer shall be liable for all damages arising from the Customer's supervision and its failure to provide the necessary assistance.

The Service Provider shall place containers only on special chassis suitable for the transport of ISO containers or on transport vehicles without superstructure equipped with standard fixing screws. The only exception to this is the 20' empty container, which can be transported with a suitable chipboard lashing.

Conditions of receipt from road transport:

- a. the existence of a valid and relevant contract with a railway operator or an individual agreement with the Service Provider;
- b. the necessary documents are available;
- c. loaded containers are only received if they are closed and sealed;
- d. the cargo unit is in a suitable condition for railway transport.

Conditions of handover to road transport

The availability of the information sent in writing by the person who has the right to dispose of the Consignment as follows:

- a. the documents needed for the Service to be performed;
- b. name of the road transport company;

- c. registration number of the truck arriving to collect the Consignment;
- d. the preliminary existence of any customs documents needed.

The Service Provider shall act in accordance with the instructions of the Customer and the given railway operator in all cases. Based on the consignment note and the other documents belonging to the incoming Consignment, the Service Provider shall determine which person is entitled to dispose of the Consignment. The Service Provider shall only accept the instructions of the specified person, may only provide this person with any kind of information in connection with the Consignment and shall ignore all other requests or instructions. The person entitled to disposal may appoint another person instead of themselves but shall immediately inform the Service Provider thereof in writing. The Service Provider shall not be liable for any damage arising from the lack of such information.

The Customer shall be responsible for the appropriate technical condition of the road vehicle and the activities of the driver of the road vehicle at the Service Provider's registered seat; the Service Provider excludes any liability for damages caused to the Customer as a consequence thereof. Further, the Customer shall be liable for any damages arising from the appropriate technical condition of the road vehicle and/or the activities of the driver of the road vehicle caused to the Service Provider or third parties with an immediate obligation to honour liabilities.

1.2. Receipt and handling of semitrailers

The Service Provider only performs the handling of craneable semitrailers, which shall be identified according to their international ILU codes.

When arriving with craneable semitrailers by road, the Customer shall perform the following operations (if necessary with the help of hired workforce):

- The Customer tows the consignment to the place indicated on the control sheet, where it fixes the truck with the landing gear (with the air springs of the semi-trailer lifted and the cables disconnected), secures it with the parking brake on the chassis and then uncouples it.
- The Customer folds up and secures the side and rear underrun protection devices of the semi-trailer (depending on the model). It places the documents required for ongoing road transport in the document holder of the trailer, typically located on the front wall.

When leaving with craneable semitrailers by road, the Customer shall perform the following operations (if necessary with the help of hired workforce):

- The Customer drives its vehicle to the place indicated on the control sheet, then couples the semi-trailer by adjusting the truck's airbags to the appropriate level, rolls up the landing gear.
- After levelling the air springs of the semi-trailer and lowering and securing the side and rear underrun protection devices (depending on the model), the semi-trailer can be towed.

1.3. Temporary storage of consignments

After unloading from a railway or road vehicle, the cargo units are temporarily stored at the Service Provider's registered seat until they are further transported, unless there are circumstances that prevent this. Storage takes place outdoors, in a non-covered manner. The Customer is responsible for ensuring that its cargo unit is suitable for such storage. If, despite the contractual

storage, the Consignment or the goods contained therein are damaged for any reason, the Service Provider shall not be liable for such damage.

The first day of storage shall be the day of arrival of the consignment; this is the day of commercial receipt at the terminal in case of railway transportation or the day of admission at the gate in the case of road transport.

It is the Customer's responsibility and liability to remove the Consignment from the terminal area within the time limit specified in the Service Contract. If the Parties have not agreed on such a deadline in the Service Contract, the last day of the deadline is the 90th (ninetieth) day after the arrival of the Consignment at the terminal. The Customer expressly acknowledges that if the Customer fails to comply with this clause within the time limit and does not deliver or have the Consignment delivered from the terminal, the Service Provider shall be entitled to charge the Customer the maximum normal (non-dangerous goods) import storage fee set out in the Tariff for each day from the day of delay until the day of delivery. If the Customer fails to arrange for the removal of the Consignment from the terminal area, the Service Provider shall be entitled to recover from the Customer all costs incurred in connection with the Consignment left in the terminal area.

The Customer acknowledges that if the Consignment is to be stored at the terminal for a period longer than 90 days from the date of receipt of the Consignment at the terminal, a separate agreement must be made between the Parties.

1.4. Handling of Consignments containing dangerous goods

The receipt and handling of certain goods at the terminal is banned or restricted. The updated list of normal and dangerous goods that are banned or whose presence at the terminal is restricted is available on the Service Provider's website (<https://railcargobilk.hu/hu>), under the menu point Downloads.

In the case of hazardous substances subject to the restriction, the Service Provider obliges the Customer to perform the road or railway transport of such substances within a maximum of 24 hours for loaded consignments and within 48 hours for empty but uncleaned containers. If the quantity of dangerous goods subject to restriction included in the list has reached a critical level at the premises of the terminal, the Service Provider reserves the right to restrict the receipt of consignments containing such substances until withdrawal.

The Customer shall despatch the consignments containing flammable and explosive substances from the terminal within a maximum of 5 calendar days.

1.5. 90-day temporary storage goods

Non-EU goods in temporary storage shall be subjected to a customs procedure or re-exported from the territory of the European Union within 90 days. (Articles 144-149, UCC). The Service Provider shall not assume any liability for any material or customs consequences arising from the expiry of the duration of temporary storage; the Customer shall bear all damages and costs arising therefrom.

1.6. Customs inspection

It shall be the sole responsibility of the Customer to comply with the Hungarian and international customs regulations in force at any time; the Service Provider assumes no liability therefor.

The costs of the extended storage time due to the customs inspection shall be borne by the Customer according to the Tariffs or an individual agreement.

Seizures or other measures initiated by official bodies or authorities shall not affect the Service Provider's rights against the Customer. The Customer remains the contractual partner of the Service Provider and remains liable to the Service Provider for all consequences arising from such events even if the Customer is not at fault. The above provisions do not affect the Service Provider's claims against the authorities or other third parties. For the duration of seizures or other measures, the Customer shall pay the Service Provider the fees specified in the Tariffs and the occurring costs.

In the case of excisable, hazardous, pharmaceutical products and product subject to HACCP, the terminal only permits inspections ordered by the customs office to be held on the premises of the Service Provider on the basis of a separate agreement and prior consultation.

The Service Provider undertakes the temporary storage of the goods left out during the customs inspection according to its Tariffs. Exceptions are oversized goods, goods that require special handling (e.g. refrigeration), goods subject to ADR or HACCP, and pharmaceutical and excisable goods.

1.7. Repairs and cleaning of containers

The Service Provider undertakes the repair of the containers in the order of requests, subject to its capacity, and undertakes a deadline for the performance of the service only on the basis of a separate agreement, which the Customer expressly acknowledges.

Related requests for offers shall be processed during the working hours of the customer service at depo.rct.bilk@railcargo.com

In the case of the services included in this section, the Service Provider shall inform the Customer about the expected price of the repair on the basis of a condition survey. If the Customer accepts the offer, a Service Agreement is concluded for container repair between the Customer and the Service Provider, which shall be governed by the GTC and its annexes.

The price indicated by the Service Provider for the repair of the container does not include the fee for the movements required to perform the task or the cost of 2 lifts from the block to the workshop and from the workshop to the block, which the Customer shall pay to the Service Provider.

Containers are cleaned on the basis of individual agreements; related Requests for Offer can be sent to the email address at depo.rct.bilk@railcargo.com.

1.8. Service related to refrigerated containers

The Service Provider informs the Customer that refrigerated containers are not connected automatically; the refrigeration service shall be ordered separately in writing at hutes.rct.bilk@railcargo.com and info.rct.bilk@railcargo.com. The order or Request for Offer shall contain the ID of the consignment in question, the desired temperature and the duration for which the Customer wishes to use the refrigeration service. The Service Provider does not undertake to refrigerate Consignments containing dangerous goods.

1.9. Storage of empty containers

The Customer can only use this Service on the basis of an individual service contract concluded along with a Payment Agreement.

The Service Provider assesses the condition of the empty container by visual inspection before placing it in storage.

The condition survey does not extend to the external inspection of the bottom and top of the container. If the Service Provider detects any irregularities during the survey, it shall notify the Customer thereof. If this irregularity is so severe that it is not possible to store the empty container, the Service Provider shall be entitled to refuse to perform the Service.

In cases justified from the aspect of occupational safety, the condition survey may be refused.

If the maximum quantity set out in the Service Agreement is exceeded, the Service Provider shall be entitled to refuse the receipt of any additional incoming empty containers.

The Service Provider undertakes to release containers according to the container numbers only in case of a separate agreement and the payment of the additional lifting costs related to the sorting of the containers by the Customer.

The Service Provider only undertakes the storage of standard, ISO containers, with the exception of Open Top type containers. It is not possible to store other combined transport units.

The Service Provider shall not be responsible for the natural depreciation occurring while the service included in this section is performed during the storage period.

The Service Provider shall also store empty containers in the manner set out in Section 1.3.

1.10. Transshipment of goods

Orders and Requests for Offers shall be processed during the working hours of the customer service at: atrakodas.rct.bilk@railcargo.com

The Service Provider does not undertake the loading of excisable and dangerous goods. The Service Provider does not undertake manual transshipment.

1.11. Service related to hazard diamond labels

Only consignments labelled in accordance with legal regulations may stay in or leave the territory of the terminal. Without prior notice to the Customer, the Service Provider is entitled, at the Customer's expense, to remove or exchange the non-compliant labelled consignments or to replace the missing labels. Accordingly, the repair / replacement of labels takes place automatically, at the fees specified in the Tariffs.

1.12. Weighing

A Customer with a valid Payment Agreement is entitled to submit a Weighing Request via the Service Provider's website, through the Customer's own user account. In such a case, the obligation to order a weighing shall be created when the Customer's user account displays the message "successful Request" under the status of the Request.

The Customer must submit his request for amending the Request in such a way that it is received by the Service Provider 24 hours before the Service Provider is due to commence the execution of the Request. The amendment of the Request may only be made if the Service Provider expressly accepts it.

VGM weighing can be ordered on the Service Provider's website after previous registration and the conclusion of a Payment Agreement. It is possible to place an order on the website before the entry process of the Consignment is started. After this it is only possible to place an order for weighing at atdepo.rct.bilk@railcargo.com, in which case the fee included in the Tariffs will be charged. Prior to the start of the entry process of a consignment, an order may be submitted by e-mail for VGM weighing only in the event of technical problems on the Service Provider's website that do not allow ordering via the website.

VGM weighing consists of two separate measurements and it is the responsibility and task of the road transport Service Provider to ensure that the vehicle appears at the two measurements. During the first measurement, the whole assembly is weighed together with the Consignment, while during the second weighing, the whole assembly is weighed without the Consignment, the difference of which provides the combined weight of the Consignment and the goods in it.

2. Opening hours

The current information on the Service Provider's opening hours for rail and road transport, as well as on the opening hours of the customer service and the cash desk and the opening hours on public holidays is available on the Service Provider's website.

3. Traffic regulations and other rules

By submitting the order or the Request for Offer, the Customer expressly accepts the provisions of the regulations related to the traffic regulations to be applied at the Service Provider's registered seat published on the Service Provider's website and declares that it will have them familiarised and accepted by its' agents, representatives and any person acting on its behalf. Parking is strictly forbidden in the area of the terminal; staying in the terminal area is only permitted for the minimum time required for loading and unloading.

By submitting the order or the Request for Offer, the Customer expressly accepts the Service Provider's occupational safety and fire protection regulations valid at the terminal and expresses its commitment to be bound by them, and ensures that the persons acting on behalf of the Customer become acquainted with and observe these regulations.

4. Camera system, GDPR

The Service Provider operates a camera system at its registered seat; the Service Provider's valid data protection rules related thereto are available on the Service Provider's website. By submitting the order or the Request for Offer, the Customer acknowledges to have read these regulations and expresses its commitment to be bound by them and declares that it will have them familiarised and accepted by its' agents, representatives and any person acting on its behalf.

5. Rules of opening Consignments if necessary

The Service Provider opens the Consignments only in the case of emergencies, damages to the Consignment, official customs inspections or the transshipment of goods ordered by the Customer.

In case of emergency, e.g. damage to or leakage of the Consignment containing dangerous goods, the Consignments shall be opened and subsequently handled in accordance with the rules specified by the disaster management authority, which the Service Provider is obliged to notify. The Service Provider is entitled to carry out damage prevention and mitigation activities until the arrival of the disaster management authority.

If a Consignment is damaged at the Service Provider in such a way that the Service Provider considers it necessary to open it, the Service Provider shall notify the Customer in advance of this fact and the planned date of opening. The Customer is entitled to participate in the opening. If the Customer does not respond by the indicated time of opening, the Service Provider may start opening the Consignment without the Customer's presence. The Service Provider shall prepare a report on the opening and photos or a video recording, which are made available to the Customer upon request.

If the customs authority wishes to inspect the contents of a Consignment, the Service Provider shall provide a venue for this (for a fee). It is the responsibility of the Customer to arrange an appointment with the customs office. The Customer is entitled to be present at the inspection. The customs inspection shall otherwise be carried out in accordance with the regulations of the customs authority.

The Service Provider may open the Consignments in the case of transshipment of goods ordered by the Customer without any further notification or action.

6. Provisions relating to authorised consignor status

In the case of Customers holding an authorised consignor status, the Customer shall be solely responsible for the installation and control of the locks unless otherwise agreed.

Customers holding such authorisation shall be obliged to provide the Service Provider with all the information necessary to fulfil the Service Provider's obligations. The Service Provider shall also be entitled to check customs documents, coordinate with the customs authorities, and check seals during the delivery of the goods, during which the Customer shall be under the broadest duty of cooperation.

In the event of a breach of the provisions of this clause by the Customer, the Customer shall compensate the Service Provider for any damage suffered by the Service Provider.

TARIFF

RAIL CARGO TERMINAL - BILK LTD.

2023

ANNEX 2 TO THE GTC



HANDLING CHARGES OF INTERMODAL UNITS

1. Storage charges

1.1. For normal, non-hazardous goods containing import units

Storage free period*: **5 calendar days** including the day of arrival of the import train at the site of the Service Provider.

After the cost free storage period the storage charges for the **6-9 calendar days**:

containers (20' – 45'): **20,00- € / TEU** / day**

other **craneable** combined freight units:

20' units: **37,00- € / unit / day**

21' – 45' units: **73,50- € / unit / day**

Storage charges after the 9 calendar days period for the **10-13 calendar days**:

containers (20' – 45'): **40,50- € / TEU / day**

other **craneable** combined freight units:

20' units: **81,50- € / unit / day**

21' – 45' units: **163,00- € / unit / day**

Storage charges **after the 13 calendar days** period, per started calendar day:

containers (20' – 45'): **60,50- € / TEU / day**

other **craneable** combined freight units:

20' units: **121,00- € / unit / day**

21' – 45' units: **242,00- € / unit / day**

1.2. For hazardous goods containing import units (including the empty but ADR/RID cargo contaminated containers)

Storage free period*: **2 calendar days** including the day of arrival of the import train at the site of the Service Provider.

Storage charges after the cost free storage period, per started calendar day:

3rd calendar day: **55,00- € / unit / day**

from 4th calendar day: **220,00- € / unit / day**

* The cost free storage period does not include the following national/public holidays: (January 1, March 15, April 7, April 9-10, May 1, May 28-29, August 20, October 23, November 1, December 25-26.)

** TEU (Twenty-Foot Equivalent Unit): 20' container counts as 1 TEU, 21'-30' container counts as 1,5 TEUs, 40' container counts as 2 TEUs, 45' container counts as 3 TEU.

Administration fee: 3 000,00- €

The cost shall be charged, in case of dangerous goods leakage detected at the territory of the Service Provider and eliminated with the involvement of the competent authority, inasmuch as the incident is caused by filling/loading fault or due to the technical condition of the intermodal unit.

1.3. Terminal storage fee (in case of units arriving and departing by road)

The service is available only for normal, non-dangerous goods containing units.

From the day of arrival of the unit at the terminal the storage charges, per started calendar days:

containers (20' – 45'): **40,50- € / TEU / day**

other **craneable** combined freight units:

20' units: **81,50- € / unit / day**

21' – 45' units: **163,00- € / unit / day**

2. Handling charges

2.1. Lifting charges of containers (20-45'): 54,00- € / lifting

2.2. Lifting charge of swap-bodies: Only by request

3. Container cleaning charges Only by request

4. Container repairing charges

4.1. Container repair service: Only by request

4.2. Container repair cost, per started man-hour: 39,50- € / hour

In case of ordering repair services, please calculate with least two (2) lifting fees (from stock to repair yard and back to stock)

5. Reefer container service charges

5.1. Moving container within the terminal: 54,00- € / cntr

This price includes the moving of import container to the reefer yard. In case of export containers the price include the unloading from the truck to the reefer yard.

5.2. Handling charges

Less than 24 hours cooling: **62,00- € / cntr**

In case of 24 hours exceeding cooling, per started calendar day: **62,00- € / cntr / day**

These charges include the plug in and plug off procedures, the inspections, the storage and used electricity cost.

6. Depot of empty containers **Only by request**

7. Label replacement charges regarding dangerous goods

Labeling*:	24,00- € / label
Label removal:	18,50- € / label

8. Weighing charges

8.1. VGM weighing fee in case of pre-order (sent before starting the drop off procedure). The process consists of two weighings:

38,50- € / VGM weighing

Condition: After the VGM weighing the shipments should be dispatched for rail export at the Service Provider's site.

8.2. VGM service fee in case of ex-post order

By Service Provider's road transport equipment:	155,00- € / VGM weighing
By Customer provided road transport equipment:	128,00- € / VGM weighing

Condition: After the VGM weighing the shipments should be dispatched for rail export at the Service Provider's site.

8.3. Other weighing

Other weighing (one weighing):	26,00- € / weighing
Other weighing (two weighings):	38,50- € / weighing

The **8.3. Other weighing service-fees DO NOT include handling charges.**

9. Customs service charges

9.1. Administration fee for temporary customs storage:	4,50- € / cntr
9.2. Other customs related service charges:	Only by request

10. Additional service charges

10.1. Lifting charges of containers for customs inspection, OFF/ON loading:	62,50- € / cntr
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10.2. Loading in and out of cargo for customs inspection with forklift or manual workers

In case of inspection per tariff article and random sample, per started hour:	17,50- € / hour / person
Provision of (2 t) forklift for loading:	55,00- € / occasion

* In case of label replacement, the price of the relabeling already includes the cost of the label removal.

10.3. Temporary storage of goods omitted in connection with a customs inspection

Store in/out fee of the omitted goods: **22,00- € / occasion**

The charge includes the loading and unloading and the registration of the goods.

Storage fee:

Storage free period: **10 calendar days** including the day of inspection

Storage charges **after the 10 calendar days** period,
per started calendar day: **5,50- € / day / pallet***

10.4. Customs inspection related territory usage charges

In case the loading task is done by the staff
of the Service Provider: **58,00- € / unit**

In case the loading task is done by the staff of the Customer: **81,00- € / unit**

10.5. Transloading regular cargo on EUR pallets on terminal:

Only by request
(incl. territory usage fee)

10.6. Container seal: 6,00- € / seal

11. Parking fees

Parking fees according to official valid tariff of BILK Logisztikai Zrt.
Parking ticket validation in building B1.

12. Rules of payment

Payment by bank transfer after the Service has been provided will be made by the Service Provider only to Customers who have a valid Payment Agreement. For Customers who do not comply with these conditions, the Service Provider shall issue an invoice in HUF only, payable immediately and payable in cash, and such Customer may only make payment during the opening hours of the cash desk located at the terminal, as published on the Service Provider's website. Payment by bank transfer in advance is only possible in accordance with the provisions of the General Terms and Conditions, on the basis of the proforma invoice issued by the Service Provider.

Unless otherwise agreed in writing, the Service Provider shall issue its invoices in HUF.

For matters not covered by this Tariff, the Service Provider's General Terms and Conditions in force at any time which is published on the website shall prevail.

Rail Cargo Terminal - BILK Ltd.

* The storage fee marked per pallet indicates the use of an area equal to the dimensions of a standard pallet (80x120 cm). The fee does not include the price of the pallet.