

GTC

2023 EDITION



GENERAL TERMS AND CONDITIONS OF BUSINESS OF RALPIN AG

VALID FROM 1.1.2023

1. General

These General Terms and Conditions of Business («GTCs») of RAlpin AG govern relations between RAlpin AG («RAlpin») and the customer («Customer») for the transport of loaded and empty trucks and their drivers on the Rolling Highway.

These Terms and Conditions shall apply to every transport order placed irrespective of whether it is placed individually or placed under an existing framework agreement between the parties.

In addition to these General Terms and Conditions of Business, the Conditions of Carriage and the safety information sheet comprise further essential contractual components of the transport contract between the Customer and RAlpin; these are available for download at www.ralpin.com.

2. Definitions

- 2.1 **Trucks (lorries)** are individual vehicles, semi-trailer trucks and/or articulated vehicles.
- 2.2 **Goods** (freight) refers to the contents loaded onto a given truck.
- 2.3 **A load unit** is the totality of truck plus goods. For the load units, it is mandatory to comply with the specifications for dimensions and weights specified in the conditions of carriage.
- 2.4 **Wagon** means the low-floor freight wagon on which the load unit is carried on the railway.
- 2.5 **Ticket (shipping order)** means the confirmation by the Customer's driver on the relevant form expressly confirming the conditions of carriage under these Terms and Conditions prior to handover.
- 2.6 **Driver** means the driver of the truck and any other person who is licensed to drive the truck.
- 2.7 **Handover** of the load unit means that the driver has driven the truck onto the wagon to the designated place and secured it by placing chocks underneath.
- 2.8 **Delivery** of the load unit means that the wagon with the load unit has arrived at the unloading track in the arrival station and the driver removes the securing chocks from the vehicle.

3. Contractual obligations

- 3.1 RAlpin undertakes to transport the load unit and the driver using a recognised rail operator within the framework of combined transport by rail on the route between Novara, Italy and Freiburg i.B., Germany or vice versa, depending on the order. The Customer must be notified immediately if significant irregularities occur during transport.
- 3.2 The Customer must ensure that its drivers comply with RAlpin's transport and safety regulations.
- 3.3 RAlpin will only transport the driver listed on the ticket. Persons and/or animals accompanying the driver shall not be transported.
- 3.4 The load unit may not arrive at the agreed terminal on the day of dispatch earlier than 90 minutes before the acceptance deadline, nor after the acceptance deadline. The load unit must then undergo the technical check by the rail operator and be checked in.
- 3.5 The Customer is responsible for loading and unloading load units onto and off the respective wagon, and for securing the load units on the wagon with chocks.
- 3.6 The Customer shall ensure that the goods are properly loaded, stowed and secured.

3.7 The Customer is also responsible for ensuring that all necessary documents accompanying the load units that are required by the authorities for inspections are correct and complete, and have been handed over to RAlpin or RAlpin representatives on site before departure.

3.8 Upon arrival at the arrival station, the driver must immediately drive the load unit off the wagon and leave the terminal.

3.9 Express advisory is given that neither RAlpin nor the rail operator are in a position to inspect lorries, goods and the loading thereof, disclaiming accordingly any liability arising therefrom, excepting any technical inspection as per point 7.

4. Booking and conclusion of the transport contract

- 4.1 The Customer submits bookings on the RAlpin online booking platform. Only in exceptional cases should a booking be made by telephone or e-mail.
- 4.2 In all cases, a transport contract is only concluded when RAlpin confirms the booking in question, typically digitally, on the booking platform or by e-mail. A booking is only confirmed on the basis of these General Terms and Conditions.
- 4.3 Only the booking confirmation from RAlpin applies as defining the substance of the transport contract. If RAlpin has inadvertently made an error in this respect, the Customer must immediately object to the booking confirmation in question, as a rule within four (4) hours.
- 4.4 Bookings may be made no later than the acceptance deadline for the train in question.
- 4.5 Bookings are always subject to available train capacity. Bookings are made on a first-come, first-served basis; no customer is entitled to exclusivity or priority for bookings.

5. Binding declarations by the Customer

In having the ticket (shipping order) signed by the driver before departure, the Customer warrants the following as independent assurances:

- The information provided about the truck and the goods, including in particular information regarding the dimensions and weights of the load units, is correct and complete.
- Applicable regulations governing the loading and securing of goods on road vehicles have been complied with.
- The transferred load unit is suitable for combined transport, and the loaded goods meet mandatory requirements for safe combined transport.
- All accompanying documentation for the load unit required by the authorities has been attached and is correct and complete.
- The transport is compliant with the regulations of all states involved within the framework of the combined transport, and all relevant permits have been issued.

6. Dangerous goods

If dangerous goods are to be carried, the special requirements per the RAlpin conditions of carriage apply; see page 3 thereof.

7. Technical requirements and safety

- 7.1 Technical requirements and safety regulations are as outlined in the conditions of carriage and the RALpin safety information sheet. In addition, instructions given by staff at the terminals and on-route must be complied with at all times. Failure to comply with instructions or regulations may result in exclusion of the driver, refusal of transport or liability for damages on the part of the Customer.
- 7.1 Booking confirmations are only valid contingent upon compliance with technical specifications and safety regulations. Any confirmation given exclusively represents confirmation of the information provided by the customer in the booking in question. Should that information be incorrect or incomplete, both RALpin and the rail operator are entitled to refuse transport.
- 7.1 The rail operator is entitled to carry out a technical inspection of the load unit before loading. If load units are not approved for transport due to failure to comply with the conditions of carriage or safety regulations, the rail operator will be entitled to refuse transport. RALpin accepts no liability for such. Such inspections are carried out solely in the rail operator's interest. The Customer has no right to require such, and thus no claim shall accrue in the event of a faulty inspection. An inspection may, as circumstances dictate, be limited to checking for obvious damage to the load unit.
- 7.1 If the driver fails to remove or install appropriate aerials, mirrors or other external accessories, or fails to do so promptly upon being requested to, the rail operator shall be entitled to make these changes independently, or to refuse transport. By signing the ticket (shipping order), the driver confirms in particular having read and understood the safety information sheet.

8. Timetables and departure times

Timetables and departure times are subject to changes at short notice. The Customer is required to check the latest updated train departure times immediately before booking. If departure times change or trains are cancelled after a booking is confirmed, RALpin will inform the Customer accordingly within a reasonable period of time. In such case, the Customer may cancel the booking in question free of charge. Any further claims for damages are excluded.

9. Fares and terms of payment

- 9.1 Fares, taxes, discounts and relevant deadlines are as per the RALpin tariffs applicable and published at the time of the conclusion of the transport contract. These are subject to change at any time.
- 9.2 If no payment deadlines have been contractually agreed, transports must be paid for by credit card in advance. Paying for transports in cash or at the terminals is not possible.
- 9.3 RALpin reserves the right to charge to the credit card used for the original booking additional fees and adjusted prices for any changes made as instructed by the Customer.
- 9.4 If subsequently the credit card cannot be charged for the executed transport, the Customer undertakes to pay the outstanding amount to RALpin by bank transfer within 30 days of the transport being carried out.
- 9.5 The Customer is not entitled to assert rights of retention or set-off on the basis of asserted counterclaims unless such have been upheld by court judgement or have been expressly recognised by RALpin.

10. Documentation, customs

- 10.1 The Customer must hand over all documents required for the transport to the RALpin representative at the departure terminal. This applies particularly for transports of dangerous goods, waste materials and the like.
- 10.2 Customs documents are not required for the Freiburg/Novara route, as Switzerland is only traversed by rail. Any required customs declarations, including particularly for excisable goods, are the sole responsibility of the Customer. Such goods must be declared upon demand (stating the ARC, in particular).
- 10.3 Drivers must register in person at the departure terminal and be able to identify themselves at all times by means of ID card or passport.

11. Liability of the Customer

- 11.1 Within the scope of the assurances given above, the Customer is liable for any damages resulting from incorrect or missing information or documents, as well as for non-compliance with the technical specifications, safety regulations or instructions given by railway or terminal staff.
- 11.2 In addition, the Customer is liable for any damage to installations in the terminals or to the wagons and sleeping cars for drivers resulting from ordinary or greater negligence. Such damages include costs for any legal proceedings.
- 11.3 RALpin is entitled to demand proof from the Customer of holding appropriate liability insurance, RALpin is entitled to refuse or cancel transport contracts if the Customer is not in possession of such an insurance.
- 11.4 The Customer shall in all cases have liability for the actions of drivers involved in the transport under the booking made by the Customer, irrespective of the legal relationship between the Customer and the driver.

12. Liability of RALpin

- 12.1 RALpin's liability for the transport of the driver and the driver's hand luggage is governed conclusively by the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV, COTIF 1999).
- 12.2 Liability for the load unit is fundamentally governed by the provisions of CIM, with the following applicable particulars:
- The load unit is transported on open low-floor freight wagons. Due to the transport organisation of the rail network, stops and slow routes cannot be avoided. The Customer is responsible for adequately protecting the load unit from accessing by third parties.
 - The period of liability begins upon hand over of the load unit and ends upon delivery of the load unit.
 - If resulting loss, damage or delay was attributable in part to malicious conduct on the part of the Customer or to a defect inherent in the load unit, the amount of damages due shall be reduced accordingly to reflect the extent to which such circumstances contributed to the damages.
 - If transport documents handed over during transport are lost or other contractual obligations are culpably breached, RALpin shall only be liable to the Customer for damages in the precisely calculable amount of direct material loss/damage; this does not apply to lost or damaged goods. The amount of damages is limited to four times the transport fare for the load units concerned. In the case of lost documents, RALpin shall only be liable for damages in the event of culpable loss of documents required by the authorities for potential inspections which were handed over accordingly to RALpin prior to transport.
 - In cases of truck damage, the amount of damages shall be limited to the cost of repair. No further losses/damages shall be payable.
 - The limitations of liability set out under CIM rules shall also apply to non-contractual claims against RALpin.
- 12.3 RALpin shall not be liable for damages/claims which:
- result from rejection of a load unit pursuant to a technical inspection carried out in accordance with point 7.
 - result from circumstances beyond RALpin's control (infrastructure-related delays, etc.)

13. Criteria for compensation, settlements of a claim notification

- 13.1 Damages shall only be payable if the loss/damage in question is reported within the deadlines and as stipulated below and the corresponding claims has been asserted. Any claims against RALpin shall otherwise expire or be extinguished.
- 13.2 Damages must be reported sufficiently detailed and documented by photos as necessary and the report filed with the local RALpin representative at the reception terminal or with the competent rail operator representative upon arrival. Any claims must be asserted exclusively against RALpin.
- 13.3 The Customer shall report any externally visible loss or damage, including damage to customs or other seals affixed to the load unit, immediately upon arrival when the load unit is handed over to the Customer.
- 13.4 In case of loss or damage that is externally not visible and immediately recognisable, the Customer must assert a claim for damages within three days of delivery, and immediate inspection of the damage must be made possible. The Customer is responsible for ensuring that all evidence of loss or damage necessary for the claim is obtained.
- 13.5 In case of claims for delays, lost documents or other breaches of contract unrelated to loss or damage, the claim must be asserted within three working days of delivery.
- 13.6 The Customer must assert claims for damages in writing, generally by registered letter. Supporting evidence documenting the damage claim must be enclosed. Such claims must be received by RALpin within eight months of dispatch.

14. Data protection and video surveillance

- 14.1 RALpin collects specific data from drivers in the course of the performance of the transport contract. The data is recorded during check-in either by the drivers themselves, by a terminal employee or by a representative of RALpin. This data is used by RALpin employees solely for reasons of operational necessity, e.g. for the identification of vehicles and drivers for customs authorities and carriers, and to identify drivers who are barred from travelling with RALpin due to a rules violation. All recorded data can be viewed at RALpin on request.
- 14.2 RALpin reserves the right to monitor terminals and sleeping cars via video camera to deter against vandalism and document any occurring damage. RALpin will post clearly visible notices within the camera-monitored area to notify individuals of surveillance. Data recorded by camera are deleted within 72 hours if no significant events transpire within that period.
- 14.3 By confirming having read the safety information sheet or the corresponding confirmation in the online booking, the driver declares consent to such data collection and video surveillance.

15. Concluding provisions

- 15.1 All claims arising from the transport contract shall expire within one year of the respective contract conclusion date, except as otherwise required under applicable domestic law or an applicable international convention.
- 15.2 Any disputes arising between the Customer and RALpin in connection with consignment of the load units or the transport of drivers in the sleeping car shall fall within the sole jurisdiction of the ordinary courts at the place of RALpin's registered office. However, legal action may also be brought against Customers at the place of its registered office.
- 15.3 This agreement and individual transport contracts are governed by Swiss law, including international conventions (CIM, CIV).
- 15.4 Where damages have been caused by third parties, RALpin is entitled to satisfy Customer claims for damages by assigning RALpin's own claims against the third party in question to the Customer. RALpin has only secondary liability, i.e. only if enforcement against the third party is unsuccessful.
- 15.5 If any paragraph, section or even a sentence of these GTCs is or becomes invalid or void, the remaining provisions of this agreement shall remain effective.
- 15.6 In case of any differences in meaning regarding English or Italian translations of this agreement, the wording of the German version shall govern.
- 15.7 Any waiver by RALpin of certain rights in an individual case, whether in or out of court, shall in no way prejudice other, similar cases.