

# Fineira GmbH GENERAL TERMS AND CONDITIONS

## Valid from 11.07.2025

### Definition:

- **Customer (Client):** is the legal entity that has commissioned the service provider (supplier) with the organization and implementation of transport.
- **Service provider (Supplier):** is **Fineira GmbH** (further – Fineira), which, depending on the order, provides the services as forwarder or rail operator or container owner. The services of a forwarder include, among other things, the organization of international transportation of goods by various modes of transport (multimodal transport).
- **Consignor (Shipper):** is a legal person who is indicated in transport documents as the consignor, may at the same time be the owner of the goods (seller).
- **Consignee:** is a legal entity indicated in transport documents as consignee, can be goods holder (buyer) at the same time.
- **SOC shipment:** SOC container stands for Shipper Owned Container and implies that a shipping container is owned by the shipper.
- **Third party nominated to receive the goods:** a legal entity nominated to collect the containers from the terminal by the Consignee.
- **Carrier:** company who carries out the transport by various modes of transport (railway, sea freight, automobile and airfreight transportation).
- **Merchant:** includes the booking party, Consignor (shipper) and consignee (receiver of the Goods and any person owning ore possession of the Goods in SMGS ore CIM ore user documents).
- **FOR:** free on rail (costs for delivering goods to a named rail station or depot)
- **FOT:** free on truck (costs for delivering goods to a specific truck at a designated location)
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### ORDERING PROCEDURES AND ORDER APPROVING:

Ordering of transport and forwarding services shall take place according to the following procedures, unless otherwise agreed between Fineira and the Customer in writing:

- The customer submits to Fineira a written request for a quotation. In case of incompleteness or insufficiency of information contained in the request Fineira may request additional information from the Customer. Correspondence between Fineira and Customer is carried out via email registered on the company's domains.
- After receiving a request for a quotation Fineira issues a written Offer. The Offer specifies the services and prices of the services, which can be rendered by Fineira, validity of the Offer as well as any other additional information and special conditions if such are present.
- The Customer submits to Fineira a Transport Order (further – Order, which is an Appendix to these GENERAL TERMS AND CONDITIONS Submission of the Order shall take place during period of validity of the Offer.
- Upon receipt of the Order Fineira confirms acceptance of the Order (or refuses acceptance of the Order) in writing via email. Payment of the invoice by the customer also serves as confirmation of the customer's Order agreement.
- Any changes to a confirmed Order must be submitted by the Customer to Fineira in writing. The Customer is responsible for covering all reasonable costs and possible damages associated with making the changes.

### Transport Validity:

- Our offer is based on current tariffs, exchange rates, payment, and transports conditions and without obligation until contracted.
- The validity is based on the departure date of the shipment, not on booking date.
- Subject to accessible and calculated transport routes.
- Transport restrictions in involved countries, especially those which occur after the departure of the shipment can cause extra costs (i.e., demurrage costs, redirection costs) and will be invoiced as per outlay.
- Subject to container availability and free train slot at the time of booking/transport.
- For non-hazardous harmless commercial goods according to ADR/RID.

- For goods packed in safe, standard size and weight packages designed for railway transport.
- Our offer can be terminated at any time and also before the stated validity period expires, if any significant changes to the competitive, operating, collective or monetary environment occur.
- We are working under the terms and conditions of General Austrian Forwarders' Terms and Conditions (hereinafter referred to as - AÖSp), the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention 1956), Countries' Agreement on International Goods Transport by Rail (SMGS and CIM Agreement).
- Any disputes which may arise in the course of fulfilling this Contract in case of the Parties being unable to come to an amicable settlement are to be submitted for the settlement by Commercial Court of Vienna.
- The present GENERAL TERMS AND CONDITIONS is governed by Austrian law and the applicable international law, including the International Commercial Interpretation Rules "INCOTERMS", the Freight Forwarding Service Model Rules (FIAIA), the standard (general) conditions for negotiable bills of lading for goods in combined transport, the International Convention for the Unification of Certain Rules of Lading (Hague Rules), the UN Convention on International Combined Transport of Goods (Geneva, 24 May 1980), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), CMR Convention 1956 and other applicable international instruments and agreements that may be applicable to the particular transport.
- Any transit time in the offer is an estimation based on experience bearing no legal or contractual obligation, and furthermore, it is an indication generated by considering block-train availability.
- Delivery dates are subject to the relative freight law (i.e. SMGS article 24). It is expressly pointed out that the approximate delivery times, dates and ETAs stated in the offer are non-binding standard delivery times which are based on information provided by the Carrier. Any liability on the part of the Service Provider (Supplier) in the event of deadlines and any kind of liability for damage caused by delay shall be excluded without exception.
- The Service Provider (Supplier) shall not be liable for any claims arising out of delay, but will therefore not be accepted by the contractor, nor will any costs be reimbursed for damages in the event of delays or late payment penalties for papers sent too late. Any liability on the part of the Service Provider (Supplier) for exceeding loading deadlines/ for the non-observance of "loading windows" is generally excluded, unless the Service Provider (Supplier) has failed to meet these deadlines due to "gross negligence".
- Rates are subject to the availability and creditworthiness of customers.
- All rates are valid for 20,000 kgs of payload. Above max. payload additional charges apply.
- One cargo piece shouldn't exceed 1,5 tons.
- These General Terms and Conditions apply to the provision of services in the absence of a separately signed freight forwarding agreement between Fineira and the Client. In the presence of a signed freight forwarding agreement between Fineira and the Client, the terms of the freight forwarding agreement take precedence over the terms of these General Terms.

#### **Cancellation fee:**

- For WB, EB, LCL services: Free of charge 6 days prior to train departure. Less than 6 days prior to train departure full freight will be charged.
- For WB, EB Xian service: Free of charge 8 working days prior to train departure. Less than 8 working days prior to train departure full freight will be charged (costs as mentioned in offer)
- For EU services only: Malaszewicze – Hamburg / Duisburg / Neuss / Warsaw / Milano and v.v.: If the booking gets cancelled less than 2 days prior to departure full freight will be charged.
- In case the customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it must be executed in the time frame approved by Fineira. If containers are already loaded on the train and the T1 document is not finished yet, the customer must cover all possible costs.
- Cancellation of wagon: €300. To avoid delays and additional charges, we recommend giving us the chance to take care of the T1 document.
- All extra charges from the platforms, carriers which are not indicated above, will be re-issued at fact of arisen with 5% administrative commission with confirmation documents from sub-contractor.

#### **Change of destination:**

- For shipments already departed to Europe: If the initial booking was placed for any other terminal. (Warsaw/Hamburg/Duisburg/Neuss/Regensburg/Milan etc.) and then has been changed to Malaszewicze rail terminal only,

following fees will apply:

Change of SMGS in Eastbound: First change of SMGS \$200 per

Change of destination in WB before departure from border in Kazakhstan/Mongolia: EUR 300,- (incl. THC).

Change of destination in WB after departure from border in Kazakhstan/Mongolia: EUR 1100,- (incl. THC).

### On-carriage/pre-carriage in Europe per container chassis:

#### Waiting time:

- From/to Polish terminals: 2 hours free, then €75/started hour. (The rate per started day is €400)
- From/to German terminals: 2 hours free, then €100/started hour. (The rate per started day is €800)
- Exception: If loading/unloading is in Sweden: 1 hour free, then €170/started hour.
- From/to Italian terminals: 2 hours free €100/started hour. (The rate per started day on demand)
- From/to other EU terminals: must be checked case by case.
- General cut-off information:

- ✓ Booking cut-off: **Recommended 9 days prior departure.**
- ✓ Document cut-off: **3 days prior departure.**
- ✓ Container cut-off: **2 days prior departure.**
- ✓ Unless stated otherwise

The transport contract shall be deemed to have been fulfilled when the consignment has arrived at its destination. Subsequent instructions by the consignor after the handing of the goods to the carrier can only be carried out to a limited extent. No liability shall be assumed for loss of or damage to goods in open wagons or open-top containers, FLAT/platform containers, mafi-trailers. If empty containers are made available for loading in accordance with the order ("shipper's load, stow and count"), these must be checked immediately on delivery for external integrity and suitability for loading, in particular odour contamination, temperature setting, cleanliness, etc. In the event of complaints, these are to be reported to the Service Provider (Supplier) immediately in writing/electronically. If such a report is not made, the container(s) shall be deemed to be undamaged and suitable for transport. The Service Provider (Supplier) shall then not be liable for any cargo damage which occurs as a result of such defects in the container which were present at the time of loading.

Unless otherwise agreed, the Customer (Client) shall be responsible for returning the empty containers in internally cleaned condition to the place indicated by the Carrier/Service Provider within FREETIME.

If the Containers are not returned within FREETIME, the Customer shall be liable for delay and demurrage at the local and prevailing rates for container demurrage or detention and in addition for other damages and costs arising out of such failure to return or late return of the Containers, including damages and costs incurred by the carrier or its agent in recovering the Containers.

In the event that the Service Provider (Supplier) has assumed responsibility for the return of the empty containers, the Customer (Client) shall take over compensation for all costs, charges and expenses of any kind incurred during the return of the empty containers due to actions, omissions by the Customer (Client), by a contractual partner of the Customer (Client) and by third parties (consignees) attributable to the Customer (Client) and/or due to delays of any kind (also due to official acts, e.g. customs). In addition, the Customer (Client) shall indemnify the Service Provider (Supplier) for all demurrage costs/detention costs/expenses/demurrage etc. irrespective of fault.

The client himself is responsible for the proper securing of the load, packaging suitable for transport and storage in the container. This also applies if a third party commissioned by the Client on his behalf or the consignor actually takes care of it. When using packaging made of solid wood, the International Standards before Phytosanitary Measures (ISPM 15) must be observed.

**Merchants shall also be liable for any resulting expenses, penalty, delay, loss, or damage.**

Such services (packaging services, stowage services, etc.) shall be provided by the contractor only upon express written order and additional payment. The provisions of the AÖSp are also expressly agreed for such services.

The obligation to accept the cargo at the destination is binding and obligatory. Should the consignee fail to take delivery of the cargo on time, for example due to customs technical difficulties, project-specific delays or commercial differences, all costs shall be borne by the Customer (Client). The Customer (Client) shall also bear all costs in respect of late or defective return of containers even if the consignee is responsible for this. The consignee is thus attributable to the consignor/principal.

If the Customer (Client) is not specified as the consignee in transport documents, he is obliged to inform the consignee specified in transport documents at the place of delivery about the obligations regarding the procedure of receiving the goods and returning the container and to inform him that the Provider (Supplier) is entitled to claim the additional costs directly from the consignee in case of additional costs caused by the consignee. If the consignee instructs the Provider (supplier) to hand over the container to him, the consignee agrees to these GTC and becomes a third party designated

by the Customer (Client) at the place of handover. The consignee specified as such in transport documents may instruct a third party to collect the containers. Should this third-party cause damage, the consignee is liable for this party and assumes all damage caused by the third party.

#### **Our offers exclude:**

- possible demurrage costs
- possible costs for export/import customs inspection
- possible costs for public fees and charges according to the outlay
- possible extra costs incurred through default of your own.
- possible extra costs for special performances requested by the client.
- surcharges for non-ferrous metals which are applicable also for small quantities.
- transport insurance
- local costs Asia/Europe
- storage/container costs in Asia
- empty container damage or cleaning expenses for by Fineira provided container.
- possible House Bill of Lading (HBL) costs €25
- possible change of invoicing (for example consignee to shipper): €25
- additional costs & procedures based on decision by customs authorities
- possible penalties due to transit time changes
- possible storage at the borders due to congestion
- any other expenses related to the organization of transportation and forwarding of goods along routes that are not specified in these General terms and conditions
- **Above extra charges in case happened will be re-issues + 5% Fineira commission with provision of proven invoices from subcontractor.**

#### **Services on request:**

- customs stop – import/export
- multi-stops
- pre/on-carriage
- special request for container depot (container pick-up & return)
- chassis rental
- container usage availability

#### **HS-Codes:**

- When placing the enquiry, shipper is responsible to provide Fineira with an eight digits HS code of the cargo, to check its transport acceptance via China.
- If the HS code hasn't been provided and confirmed by Fineira until the moment of booking, shipper • bears full responsibility for possible occurring extra costs (rerouting, inspection, storage, return of the loaded container etc.).
- If HS code is not provided to check at the time of booking, it may delay the actual departure. If the shipper requires urgent transport without checking the HS code, Fineira is not responsible in case HS code is not accepted at some point along the route.
- Fineira is not responsible if HS Codes, and cargo have no match by verification due to customs etc.
- Fineira is not responsible for making sanctions screening procedure, customers should book only sanctioned free commodity, any extra charges happened due to booking sanctioned goods will be re-issued to customer (storage, demurrage, customs inspection , X-Ray etc.)
- Special stuffing/packaging/loading/booking instructions.
- Bookings will only be accepted with valid offer number.
- The cargo must be properly stowed and secured according to IMO/ILO/UNECE Code of Practice for Packing of Cargo Transport Units (CTU Code).
- The cargo weight distribution within the container needs to remain balanced.
- 20ft containers can be dispatched only in pairs.

- Pairs of 20ft containers must not exceed a weight difference of more than 2 tons.
- The maximum gross weight of a container including tare must not exceed 30 tons.
- Depending on pre- or on-carriage in Europe, the gross weight may be lower than 30 tons.
- All containers have to be properly sealed with a metal seal by loading place.
- It is recommended to complete booking a minimum of 7 days in advance unless stated otherwise.
- There is no guarantee for departure if any of cut-off dates is missed.
- Heavy single items require a weight distributing substructure as the weight of such items could be too high for the container floor. The maximum values for the floor load capacity of standard containers are 4.5 tons/m (20ft container) and 3 tons /m (40ft container).
- For eastbound trains, we request seven photos of stuffing cargo. If photos are not provided, we cannot guarantee your cargo will be processed at Manzhouli border.

#### **Instructions for 8 photos procedure:**

1. empty container prior to loading showing container condition and interior container number,
2. 1/2 loaded container showing interior container number,
3. fully loaded container with open doors showing interior container number,
4. fully loaded containers displaying reinforcement and cargo lashing,
5. fully loaded container with right door closed displaying container number,
6. fully closed container with correctly positioned seals also displaying container number,
7. seal and lock detail.
8. CSC plate detail provision

#### **Terms and Conditions for T1:**

- In case a customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it must be executed in the time frame given by Fineira operations. If containers are already loaded on the train and the
- T1 document is not finished yet, customer must cover all possible costs.

#### **Sanctions clause**

- The Parties undertake to comply with legislation (mandatory acts) of the USA, EU, UK, UN or other states and international organizations on sanctions, embargoes and other restrictions. In this regard, the Parties undertake to monitor changes in legislation (mandatory acts) of the USA, EU, UK, UN or other states and international organizations on sanctions, embargoes and other restrictions.
- The Customer, its related persons/entities, founders/shareholders (including the 50% Rule), CEOs, employees, agents are prohibited from participating in any transactions with any persons who are on the sanctions lists of the USA, EU, UK, UN or other states and international organizations, or otherwise violate the sanctions regime imposed by any states or international organizations.
- The Customer undertakes to reimburse the Carrier/Service Provider for any losses incurred by the Carrier/Service Provider in connection with the violation of the legislation (mandatory acts) of the USA, EU, UK, UN or other states and international organizations on sanctions, embargo and other restrictions.

#### **Required transport documents:**

- Requested documents (commercial invoice, packing list, EX-1, certificates, etc.) per container must be sent by Consignor (shipper) on document cut-off date, however not later than 3 days before departure. The documents provided will be used during the whole transportation (for example: For issuing SMGS, CIM, T1, ATB, CMR ...).
- Changes of documents during the transport is not possible. All documents must be issued in English (no other language will be accepted by us). Extra charges happened due to documents changing or provision of wrong documents will be re-issued to customer.

#### **At the packing list (and invoice) the following information must be mentioned:**

- Seller and Buyer
  - Number of packages according to each NHM code.
  - Gross- and net weight according to each NHM code.
  - Value of goods according to each NHM code.
  - Container number and Seal number
- The Consignor (Shipper) carries full responsibility for the correctness of document provided. We bear no liability in case of incorrect, insufficient and/or delayed documents. If information is missing or incorrect from the shipper's documents, customs problems might occur. In such case the shipper will be held liable. Customs authorities are allowed to check containers during transportation anytime. Occurred costs by customs control are at the expense of the cargo, which means shipper or consignee must pay them. These costs may vary from case to case and will be invoiced afterwards. In case of confiscation a letter of guarantee must be provided to confirm possible penalty charges. The costs incurred during customs inspection are charged to the cargo, i.e. the consignor or consignee (depending on delivery conditions, jurisdiction and instructions at booking) must pay them. These costs may vary from case to case and will be invoiced subsequently. In the event of seizure, a letter of guarantee must be provided by the party bearing the risks of loss of the goods at that time to confirm possible penalties. The Customer (Client) must provide this information to the Service Provider (Supplier) without delay if it is not apparent from the Booking and Transport Order.

**Pick-up procedure:**

- Pick up reference and all additional information for Westbound shipments will be communicated in the cargo arrival notice.

**Customer responsibilities – container management:**

- If the carriage was booked as SOC shipment, customers shall provide containers in a safe and cargo-worthy condition in accordance with UCIRC standards and having a CSC plate valid for at least 120 days. If Customer can't provide clean and safe container or his CSC plate is expired or missing, owner shall repair the container, and Client shall be responsible for all reasonable and documented repair, cleaning, or CSC plate renewal expenses.
- Upon delivery to Consignee, Customer shall assume any and all responsibility arising from possession or utilization of the container and indemnify owner, including its agents, from any and all liability resulting from the operation of the container by Client.
- The client is responsible for ensuring that container from which goods have been unpacked, was left in a clean and cargo worthy condition (including the removal of labels). Fineira will reimburse the Customer for any cleaning costs and other expenses that may have incurred by failure to do so.
- The client has the right to inspect the container before the pick-up of the container from the Container Terminal. If the provided container is defective, damaged, polluted, or unsuitable for the carriage of goods, it has to be rejected and claimed immediately. Please ensure you notify Fineira prior to collection so we can swap the container to avoid additional charges. If the Client accepted released container "as is" without taking clear pictures of container condition before and during loading and after unloading, Fineira reserve the right to hold the Client liable for the damages claimed by Fineira's nominated container depot at the place of destination.
- We recommend Shippers at origin to take photographs of empty container as well as the consignees at destination once container is empty.
- If a container is damaged and/or requires cleaning and if the total cost of the same container including repair handling charges exceeds \$50 per container, user shall be responsible for paying the total amount without deductions. For assessment of damage, UCIRC shall apply. Any transportation and/or handling costs incurred in moving the container to the nearest repair facility are for user's account. Owner shall notify user if repairs mount up to more than \$50. Merchant shall be allowed first option to repair or hire a surveyor for container check prior to owner effecting repair and billing of Merchant, such option is to be declared within 5 working days of receipt of the repair estimate. If Merchant does not select this option, owner shall repair the container and Merchant shall be responsible for all reasonable and documented repair costs. If repair cost exceeds the depreciated value, (DV) the container shall be considered a total loss.
- If repairs are performed by client, client shall abide by repair standards as per UCIRC and material must be of similar quality and type as material removed. Repairs, when complete, are subject to acceptance by owner, such acceptance not to be unreasonably withheld.

**Any container and cargo damage must be reported immediately by the Service Provider (Supplier) in writing. Concealed damage must be reported no later than six days in writing after the takeover of the container.**

**Service Provider (Supplier) shall not be held liable for:**

- correspondence of the number of packages and weight declared in the shipping documents to the actual number of packages and cargo weight; The Service Provider (Supplier) is not obliged to check the weight specifications of the Customer (Client).
- Insofar as non-compliance with the specifications - in particular by specifying an incorrect container weight (VGM - verified gross mass) in the case of FCL consignments or an incorrect weight in the case of LCL consignments - results in damage (e.g. due to missed delivery deadlines), the Service Provider shall not be liable for this.
- If the Service Provider, Carrier or a Third party suffers damage due to incorrect weight information of the Customer (Client) or Consignor (Shipper), the Customer (Client) be obliged to compensate the Service Provider (Supplier) for such damages in full and to indemnify the contractor against claims for damages by Third parties.
- shortages inside the packages which have been accepted/handed over undamaged.
- in case of any loss, shortage, or damage (spoilage) of all or any part of the cargo due to the fault of the Carrier which is contracted by the Service Provider (Supplier) for cargo transportation, the Service Provider (Supplier) shall be liable to the Customer for failure to perform its obligations under the Contract in accordance with the laws of Austria.
- After having been reimbursed by the Carrier, the Service Provider (Supplier) shall reimburse the Customer fully up to the limit of liability of the carrier to the Forwarder.
- The Customer shall be held liable for the losses of the Service Provider (Supplier) caused by:
  - improper performance of the obligations under the present GENERAL TERMS AND CONDITIONS.
  - any actions which resulted in vehicle demurrage and cargo storage in the rolling stock – in accordance with the penalty imposed by the transportation organization.
- If it is found that the documentation does not correspond to the goods to be carried, the Customer shall be liable for losses incurred by the Service Provider (Supplier) and shall also be liable for penalties levied by the railway and other organizations.
- It is expressly pointed out that the AÖSp limit the liability of the freight forwarder (here the Service Provider (Supplier)) in all cases and without exception. According to § 54 lit a Z 2 AÖSp the liability of the freight forwarder in case of loss of or damage to the goods shall be 1.09 per kilogram gross of each collo damaged or lost but not more than € 1,090.09 per claim. For all other damage, the liability of the freight forwarder is limited in accordance with § 54 lit a Z 3 AÖSp to a maximum of € 2,180.18 per claim.
- It is expressly pointed out that the liability exclusions and limitations of liability of the AÖSp are only valid in case of deliberate and intent (and not in the case of gross negligence). The burden of proof for this qualified form of fault (deliberate recklessness and intent) lies with the claimant.
- An agreement on a declaration of value or interest cannot be agreed. The contractor expressly objects to any kind of declaration of value or interest, in particular those which could increase the maximum liability amounts liability limits provided for in international conventions. The Service Provider (Supplier) expressly points out that also any kind of declaration of a net order value, value of goods (etc.) - in whichever way (in invoices, orders, delivery notes, offers, etc.) - shall in no case lead to an agreement on a declaration of value or interest, even if no express objection is made by the Service Provider (Supplier).
- An agreement to increase or waive maximum liability limits stipulated in contractual conditions or in international agreements is not possible. In addition, it is agreed that the AÖSp do not extend or modify the liability of the Carrier (limits of liability, degree of fault, etc.) or the attribution of fault to people or other Third parties in favour of the Customer (Client) in derogation of statutory provisions such as Art. 25 MÜ, Art. 36 CIM, Art. 21 CMNI, etc. and other provisions of special freight law.
- In the case of multimodal carriage (carriage via different modes of transport), liability shall be governed by the AÖSp, unless bilateral mandatory statutory provisions apply which provide for other regulations. If the exact place where the damage occurred cannot be proven in the case of multimodal carriage, whereby the burden of proof lies with the claimant, liability shall again be assessed in accordance with the provisions of the AÖSp, unless mandatory statutory provisions provide otherwise.

**Transport insurance:**

- As the liability of the Service Provider (Supplier) is limited, it is recommended to take out transport insurance. Pursuant to §35-37 AÖsp, transport insurance shall only be taken out by the Service Provider (Supplier) after an express written order by the customer stating the insured value and the risks to be covered. The forwarding insurance required by the AÖsp in accordance with the provisions of the forwarding insurance certificate is, however, automatically covered by the Service Provider (Supplier).

**Payment terms and conditions:**

- **7 days after the invoice issue date.** Our invoices are issued immediately after train departure. In case of any additionally occurred costs, we reserve the right to invoice our customers within one year from the shipment date.
- Prompt payment for extra charges/additional costs, like T1, add. customs stop, change of destination, etc.
- For customer requests regarding changes to invoices we will charge additional €50 per invoice.
- In the event of late payment, the freight forwarder may charge interest on arrears at the rate of 0.1% for each day of delay.

**These General terms and conditions are posted on the website of the company Fineira GmbH at [www.fineira.at](http://www.fineira.at)**