



## General Terms and Conditions

### 1. Scope of application, supplementary conditions

- 1.1 MTD provides handling and storage services in Combined Transport (CT) and other services exclusively on the basis of these General Terms and Conditions (GTC). These shall also apply to all future business relationships, even if the terms and conditions have not been expressly agreed again. The GTC shall not apply to consumers.
- 1.2 The GTC of the customer shall only apply insofar as MTD expressly confirms these GTC in writing.
- 1.3 These GTC shall be deemed to have been agreed at the latest upon acceptance of the service by the customer.

### 2. Scope of services

- 2.1 MTD operates the trimodal container terminal as a link between the rail<sup>1</sup>, road and water transport. MTD guarantees all companies offering CT non-discriminatory access with a comparable quality and price structure.
- 2.2 MTD provides handling and storage of CT loading units (LUs) exclusively in connection with freight contracts.

### 3. Service and price bases

- 3.1 MTD shall provide the services at the rates specified in the respective offer made by MTD to the customer and/or in the MTD price list valid at the time the service is provided. Following effective notification by MTD, the rates may be adjusted unilaterally after the expiry of the period of validity.
- 3.2 Unless expressly agreed otherwise, the prices offered include only the services to be performed according to the specifications of the customer.
- 3.3 Insofar as the information provided by the customer regarding the services to be provided was incorrect or insufficient, MTD may, upon proof, settle the additional costs or services not ordered but actually required.

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<sup>1</sup> This can only be offered after the supply track has been successfully upgraded.

#### **4. Order placement, order acceptance**

- 4.1 The basis for the services to be provided by MTD is an order placed at least in text form (e.g. by email), which must contain all the information required for proper execution.
- 4.2 MTD shall only confirm the order in writing if this has been specifically agreed with the customer.

#### **5. Condition of the LUs, liability of the customer**

- 5.1 The LUs must comply with the applicable legal provisions and technical regulations and must be suitable for handling and transportation in CT. The customer shall be liable for all damages incurred by MTD and third parties due to the improper condition of the LUs or the cargo.
- 5.2 LUs within the meaning of these GTC are:
- Large containers (according to ISO standards)
  - Swap bodies (according to CEN standards)
  - Semi-trailers (according to the German Road Traffic Licensing Regulations [StVZO])
  - Road trains and articulated vehicles
- 5.3 All LUs for unaccompanied transport as defined in these GTC must be approved for CT.
- 5.4 When placing the order, the customer must ensure that the weights and dimensions of the LUs comply with the respective technical conditions of the handling facility of MTD.

#### **6. Handling volume**

- 6.1 A handling operation begins as soon as the loading gear of the handling equipment is lowered onto the LU.
- 6.2 A handling operation ends as soon as the loading gear of the handling equipment is released from the LU, raised, and clear of the LU.
- 6.3 Transshipments are performed in different variants:
- From a rail vehicle to a road or rail vehicle or an inland waterway vessel
  - From a road vehicle to a road or rail vehicle or an inland waterway vessel
  - From an inland waterway vessel to a road or rail vehicle
  - From a vehicle/inland waterway vessel to a depot or warehouse
  - From the depot or warehouse to a vehicle/inland waterway vessel

#### **7. Parking and storage**

- 7.1 MTD shall park empty and loaded LUs used in CT within the scope of available capacities. MTD is not under any obligation to provide parking.
- 7.2 MTD shall be solely responsible for the disposition of the parking areas.
- 7.3 Parking shall begin after handling at the parking area and shall end with the transfer to the road or rail vehicle or inland waterway vessel intended for onward transportation.

- 7.4 Parking of semi-trailers or swap bodies on support legs before and after handling is possible with the consent of MTD.
- 7.5 MTD is authorized to park LUs if the operational processes require this.
- 7.6 Depending on the duration of parking and storage, the customer will be charged according to the price list of MTD in the currently valid version or according to the tariffs in the respective offer of MTD.

## **8. Liability**

- 8.1 MTD is liable for handling services, parking, storage, delivery and collection, as well as all other services in accordance with the provisions of Sections 407 et seq. of the German Commercial Code (HGB), insofar as no agreements to the contrary have been made.
- 8.2 Liability for loss or damage is limited to an amount of 2 units of account for each kilogram of gross weight of the LU. The calculation of the units of account is based on Section 431 (4) HGB.
- 8.3 Further claims for damages against MTD, its employees, and vicarious agents are excluded unless liability exists on the basis of mandatory statutory provisions or the damage is caused by intent or gross negligence. The exclusion of liability shall not apply in the event of a breach of material contractual obligations. In these cases, claims for compensation are limited to the foreseeable, typical damage.  
The exclusions of liability shall not apply in the event of injury to life, limb, or health.
- 8.4 If conduct on the part of the customer, its employees, its vicarious agents, or its customers, their employees or vicarious agents has contributed to the occurrence of damage, the obligations of MTD to pay compensation and the scope of the compensation to be paid depend on the extent to which these circumstances have contributed to the damage.

## **9. Claims settlement**

In the event of damage and loss, Section 438 HGB applies. Delivery shall be deemed to be the acceptance of the loading unit by the road haulier in the case of outgoing goods by road, by the railroad company in the case of outgoing goods by rail, and by the inland waterway shipping company in the case of outgoing goods by inland waterway. The customer shall give MTD the opportunity to inspect the damage.

## **10. Special provisions for dangerous goods**

- 10.1 Storage of LUs with hazardous substances is not possible at MTD. Transport-related interim storage is subject to the applicable legal regulations and requires a special agreement.
- 10.2 The customer is responsible for ensuring that MTD has the necessary instructions (safety data sheets) prior to storage.
- 10.3 As a rule, LUs with dangerous goods must be collected from the recipient on the day of receipt, but at the latest within the opening hours of the working day following the day of receipt. Otherwise, MTD may return LUs with dangerous goods at the cost and risk of the customer, store them with someone who has the necessary prerequisites for this,

or – if necessary – destroy or render them harmless without being liable for compensation.

- 10.4 If LUs containing dangerous goods are handed over to MTD without special instructions and if this is not apparent from the labeling of the LUs, the customer shall be liable for the resulting damage in accordance with the statutory provisions.

## **11. Collection**

- 11.1 The basis for the calculation of charges is the respectively valid price list and/or the tariffs contained in the respective offer from MTD to the customer.
- 11.2 Fees to be paid are to be made in euros and will be charged plus statutory VAT at the applicable rate.
- 11.3 Payments are to be transferred to the account of MTD at the customer's expense and are due upon receipt of the invoice.
- 11.4 Deviating payment procedures can be stipulated in a separate agreement.
- 11.5 In the event of default in payment, the statutory regulations shall apply.
- 11.6 Offsetting or retention against the claims of MTD is excluded unless the counterclaim is undisputed or has been legally established.

## **12. Place of jurisdiction**

- 12.1 The sole place of jurisdiction for all disputes arising from the contractual relationship (including counterclaims, check and bill of exchange processes) is the registered office of MTD, unless MTD chooses the customer's place of jurisdiction.
- 12.2 The law of the Federal Republic of Germany, applicable to legal relationships between domestic parties, shall apply in the same way as it applies between merchants in the Federal Republic of Germany.

## **13. Confidentiality**

The knowledge gained directly or indirectly in connection with the execution of the contract about the business activities and trade secrets of the other party may not be disclosed to third parties without the consent of the respective party. The parties shall oblige their employees to maintain confidentiality accordingly.

## **14. Severability clause**

Insofar as individual clauses of these terms and conditions are or become invalid or ineffective, this shall not affect the validity of the remaining provisions and clauses.