

## ANNEX A

### GENERAL PROVISIONS FOR TERMINAL HANDLING OF INTERMODAL LOAD CARRIERS.

These general provisions (hereinafter referred to as “Annex A”) is regarded as an integral part of the general conditions for terminal handling and storage drafted by the Swedish International Freight Association which shall be regarded as applicable on all parts of this Annex A as if repeated in full herein. This Annex A will enter into force as of 2011-04-01 (April 1st, 2011) and will remain valid and effective unless otherwise notified.

In the event the Swedish International Freight Associations general conditions for terminal handling and storage should be terminated, altered or amended, this Annex A will automatically be considered so terminated, altered or amended.

#### 1. GENERAL PROVISIONS

- 1.1 This Annex A shall apply to contracts of terminal handling of intermodal load carriers (“unit”) performed by a terminal operator (“operator”) for the account of the principal (“customer”).
- 1.2 The operator shall be liable for, with the limitations and exceptions as specified in the general conditions attached hereto, that load carriers and units are handled in a for the specified purpose appropriate manner in the operating terminal.
- “Terminal” is intended to mean a place and location for re-loading and storage.
- 1.3 This Annex A shall be applicable subject to mandatory national law, international conventions or rules and regulations in force having precedence. The parties may agree on other terms and conditions which may wholly or in part supplement or replace this Annex A.

#### 2. TERMINAL HANDLING

- 2.1 Unless otherwise expressly agreed by the parties, terminal handling may include the following:
- Loading and un-loading of load carrier or unit on the main arriving / departing means of transport to / from (between) the point of departure and destination.
  - Loading and unloading on or in a load carrier or unit from one unit to another unit (re-loading)
  - Storage / alignment of load carrier for temporary storage within a terminal.
    - Alignment is intended to mean standard depot inclusive of the day of arrival plus one day.

- Survey of load carrier or unit.
  - Survey is intended to mean an ocular (visual) inspection such as external checks upon arrival and departure
- Electrical power supply connection of load carrier or unit, including a normal external check that electricity is supplied to the unit or load carrier.
  - Normal external check is intended to mean at each given time customary or standard use within the line of business
- Shunting / switching and testing of brakes
- removal of snow- or ice from unit or load carrier intended for transport on rail. Such snow removal can be performed within or at the terminal, on load carrier or unit as well as prior to said unit or load carrier being lifted onboard a train for transport.
- Folding of support legs in case the customer has not performed this measure
- Folding of under-run protection, with or without anchoring

The above mentioned examples of terminal handling may be applied by and offered by the operator to the extent and within the limitations of the operators separate terms and conditions, tariffs in force or offers.

- 2.2 In addition to the above mentioned additional services may be agreed upon in exchange for remuneration and in each separate case after special agreement in accordance with for the operator at each time valid tariffs and separate conditions. (see Annex B).

### **3. LOAD CARRIER**

- 3.1 In the event the operator discovers obvious deficiencies to the load carrier after taking delivery of such load carrier, and furthermore said deficiencies may, if they are not corrected, cause damage to the operator the operator shall be entitled to correct these deficiencies at the risk and expense of the customer if in the reasonable opinion of the operator, instructions from the customer may not be received in time for the deficiency to be corrected.
- 3.2 In the event the customer requires that the operator, in spite of the opinion of the operator that the load carrier is not in a proper or correct condition or state or correctly marked or labeled, nevertheless shall handle the load carrier in the terminal, such terminal handling shall be effected and performed entirely on the responsibility, liability and risk of the customer and the operator shall not be held responsible or liable for any damage or injury which may be caused or arise as an effect or reason of the incorrect condition or state, or marking or labeling, of said load carrier, including any damages for delay in connection thereto.

### **4. LIMITS OF LIABILITY OF THE OPERATOR**

- 4.1 The liability of the operator for damage to or loss of load carrier or unit is limited to an amount not exceeding SDR 50 000 per load carrier or unit regardless of the circumstances. With regards to several damages occurring at the same time the total liability of the operator is limited to and shall not exceed SDR 500 000 at any one occurrence.
- 4.2 For delay in delivery of load carrier or unit the liability of the operator is limited to the contract fee as specified in the agreement or offer.
- 4.3 The liabilities and responsibilities of the operator is further regulated in the general conditions of the Swedish International Freight Association to which this Annex A is attached.

## **5. REMARKS**

- 5.1 Remarks concerning damage shall, in order to be legally justified against the operator, be made in writing by the customer upon pick-up or delivery through a notation on the documents or receipts of pick-up, collection or delivery. Failing this the unit or load carrier shall be presumed undamaged and intact upon receipt or delivery.

## **6. SPECIAL HANDLING**

- 6.1 Load carrier or units requiring temperature controlled-, safety-, or high value storage and / or similar handling shall be received and handled by the operator after specific agreement only and in accordance with valid and applicable separate terms and conditions as well as at each time valid and applicable separate terms and conditions under Annex B to the general conditions.