

## ANNEX B

### GENERAL PROVISIONS REGARDING ADD-ON SERVICES FOR TERMINAL HANDLING OF INTERMODAL LOAD CARRIERS.

These general provisions (hereinafter referred to as “Annex B”) 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 B as if repeated in full herein. This Annex B 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 B will automatically be considered so terminated , altered or amended.

#### 1. GENERAL PROVISIONS

- 1.1 This Annex B shall apply to supplementary add-on services in connection with 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 B 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 B.

#### 2. SUPPLEMENTARY ADD-ON SERVICES

- 2.1 The operator and the customer shall agree on supplementary add-on services which shall be clearly defined and specified
- The operator shall have received clear and specific instructions as to what may be included in the supplementary add-on services. Furthermore, it must be distinguished between supplementary add-on services which may be regarded as necessary for the performance of the contract, and for which the operator may charge the customer even if no agreement has been made for these services, and supplementary add-on services which are performed only by agreement thereof.
- 2.2 Unless so expressly agreed by the parties, supplementary add-on services other than those in Annex A (article 2) listed services, may include the following;

- Electrical power supply connection of load carrier or unit where special transport requires such supplementary service.
- Removal of snow- or ice from unit or load carrier intended for transport on road. 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 vehicle for transport.
- Cleaning of unit or load carrier. Normal cleaning because of dirtying and wear and tear due to normal use of the unit or load carrier
- Heavy (rough) cleaning of dirt and wear and tear in excess of what can be considered normal as above
- Maintenance and repair of unit or load carrier which follows due to wear and tear which may not be considered normal.
- Disposal time of unit
- Removal of and provision of dangerous goods labels
- Adjustment of cargo load. May be performed by the operator on the cost and risk of the customer if the operator has reasonable cause to suspect that cargo is incorrectly stowed or loaded and as a consequence an imminent danger for load, people, load carrier, vehicle or the surrounding environment may be assumed.
- Securing of load. May be performed by the operator on the cost, risk, responsibility and liability of the customer after specific written request thereof.
- Customs warehouse (bonded)
- Shunting or switching services
- Storage and / or alignment of unit or load carrier for remuneration.
  - Alignment is intended to mean contract depot including a longer period than standard depot under Annex A (day of arrival plus one day).

2.3 In addition to the above mentioned additional supplementary add-on 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.

### **3. LIABILITY**

The operator will only assume liability and responsibility for these supplementary add-on services on the explicit condition that these have been agreed upon and remuneration has been made in full by the customer to the operator, other than what is stipulated in the general conditions and Annex A,

In the event damage is caused to load carrier, unit or goods inside a load carrier or unit the operator shall, subject to the limitations below, be liable for the contract fee of the supplementary add-on service if said supplementary add-on service was necessary for the performance of the contract or was performed after specific instructions of the customer

#### **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 B is attached and where applicable, also in accordance with Annex A .

#### **5. REMARKS**

- 5.1 Remarks regarding 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.