

AGB / GTC

General Terms and Conditions

of

Rostock Trimodal GmbH (RTM)

valid from 13 April 2010

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General Terms and Conditions (GTC)

1. Area of validity and supplementary terms and conditions

1.1 Rostock Trimodal GmbH (hereinafter: RTM) operates a handling facility which transships load units of intermodal transport. The services connected with the use of the handling facility are performed by RTM on the basis of the present terms and conditions and of the supplementary stipulations of the Conditions of Network Use (NBS), both as amended. The aforementioned Conditions of Network Use (NBS) have been deposited at the Internet address <http://www.portofrostock.de> under the link 'Kombinierter Ladungsverkehr' and will be dispatched upon request.

As far as RTM performs services that are not counted as use of the handling facility as a service facility within the meaning of § 14 AEG¹ the supplementary application of the Conditions of Network Use shall be dropped.

1.2 General Terms and Conditions of the client shall only apply if expressly confirmed in writing by RTM.

1.3 These GTC do not apply to contracts with consumers. A consumer is an individual who signs the contract for a purpose that can not be ascribed either to their commercial or their self-employed activities.

2. Scope of services

2.1 RTM performs the following services:

- handling of load units of intermodal transport
- transitory parking due to transportation,
- other services.

Load units within the meaning of these GTC are:

- Large containers (according to ISO standards)
- Swap bodies (acc. to CEN standards)
- Semitrailers (acc. to StVZO²).

Load units for the unescorted intermodal transport by rail and road must be technically licensed for that transport, i.e. the approval plate on the codification or, in the case of ISO containers, the safety approval plate according to the Container Safety Convention, must be in place. The condition of the load unit that has led to its being licensed for intermodal transport must not have changed since then.

3. Permission of Use Contract, order placing, acceptance of orders

3.1 The precondition for access to and for the use of the handling facility as per § 14 AEG is the conclusion of a Permission of Use Contract (numeral 3 NBS) on the basis of which concrete individual orders are placed.

¹ German General Railway Act

² supplementary German road traffic code

The issuing of an individual order is constituted by the written or electronic transmission of the load unit type (numeral 2.1 of the GTC) and of the load unit number before the load unit is taken over by RTM. This also includes transmission by fax. More specific individual orders for load units conforming to the terms shall be deemed accepted by RTM once they have been issued. If the load unit type and load unit number are already included in the Permission for Use Contract (such as, for instance, in the case of a once-only use of the service facility), the Permission for Use Contract shall at the same time be considered as the placing and acceptance of an order within the meaning of the present stipulation.

- 3.2 Orders to RTM that concern the performance of transport services which are not counted as use of the handling facility as a service facility within the meaning of § 14 AEG must contain all information necessary for the proper execution of the order and must be placed in writing or electronically. This also includes the transmission of an order by fax.

A written confirmation of an order by RTM for those services shall only be given if this has been especially agreed with the client.

4. Handling

- 4.1 Handling is the transshipment from one means of transport to another and/or from one carrier to another (cf. GGBeFG³ § 2).

- 4.2 The handling by hoisting device commences as soon as the handling gear of the handling unit is being lowered onto the load unit.

- 4.3 The handling by hoisting device ends as soon as the handling gear of the handling unit is detached from the load unit, lifted and is clear of the load unit.

5. Transitory parking due to transportation

- 5.1 The transitory parking due to transportation is part of the transport and includes the temporary stay of load units on the business premises of RTM (cf. GGBeFG § 2).

The stipulation applies by analogy to empty load units and load units without dangerous goods.

- 5.2 The transitory parking of load units due to transportation carries a fee according to the times and terms indicated in the fees scale of RTM in force at the time.

6. Condition of the load units

- 6.1 The load units must comply with the statutory provisions applying in each case and with the technical stipulations.

³ German Act on the Transportation of Dangerous Goods

6.2 Over and above this, RTM has the right to inspect the load units for obvious defects and damages at takeover (while they are on the vehicle delivering them), from the ground. RTM is not obliged to check the goods, their packaging, stowage and fastening and the information provided on these by the client or the documents handed over.

7. Special stipulations for dangerous goods

7.1 The handling and transitory parking due to transportation of load units with dangerous goods (loaded and empty, uncleaned load units, GGBeFg § 2) are subject to the statutory provisions applying in each case.

8. Liability of the client

8.1 The client shall be liable for any damage caused to RTM or third parties by an improper condition of the load units or the cargo. The client shall be liable if he has violated his obligations, even without any fault on his part, for any damage caused by this.

9. Liability of RTM

9.1 Unless otherwise agreed, RTM shall be liable for claims resulting from the performance of handling services and transitory parking due to transportation according to the stipulations of §§ 407 ff of the German Commercial Code (HGB).

9.2 Liability for damage caused by loss or damage is limited to 8.33 SDR⁴/kg of the gross weight of the consignment.

9.3 In every case of damage the aforementioned liability of RTM is limited to an amount of EUR 1 million or 2 SDR for each kilogram, depending on which amount is higher.

9.4 The aforementioned exemptions from and limitations of liability shall not apply if the damage was caused with criminal intent or by gross negligence of the organs of RTM, its senior executives or vicarious agents, the latter while performing a principal contractual obligation, in the cases of §§ 425 ff, 461 ff HGB by organs of RTM or the persons mentioned in §§ 428, 462 HGB, deliberately or negligently and with the awareness that a damage would likely occur.

10. Notice of damage

10.1 If a loss of or damage to the load unit is discernible on the outside and if the consignee or the client does not notify RTM of the loss or damage at the latest

⁴ Special Drawing Right

upon delivery of the load unit it shall be assumed that the load unit was handed over in a contractual condition. The notice must identify the damage with sufficient clarity.

10.2 The assumption as per 10.1 shall also apply if the loss or damage was not outwardly visible and has not been reported within 7 days after delivery.

10.3 A notice of damage after delivery has to be given in writing; the notice of damage may be transmitted by means of a telecommunications facility. A signature is not required if the issuer is identifiable from the notice in another way. In order to observe the time limit it is sufficient to dispatch the notice on time.

11. Payment, delay of payment and offsetting

11.1 The basis for the fee calculation is the fees scale of RTM valid in each case. Fees shall be paid in Euro and shall be invoiced plus the statutory VAT in the amount applicable in each case.

11.2 Payments shall be transferred to an account to be determined by RTM at the expense of the remitter and shall be due with receipt of the invoice. Different methods of payment may be determined in a separate agreement. In case of delay of payment, interest on arrears in the amount of 3 % above the interest rate of the ECB applying in each case shall be payable plus Euro 10.00 for each written reminder as lump-sum collection expenses. Offsetting against or retention of accounts receivable by RTM are ruled out, unless the counter claim is uncontested and has been established with legal validity.

12. Statutes of limitation

12.1 Claims against RTM shall expire by limitation after one year. In case of criminal intent or a negligence tantamount to it according to § 435 HGB the statutory period is 3 years.

The statutes of limitation begin with the end of the day on which the load unit has left the handling terminal by rail or road.

13. Place of jurisdiction

13.1 The sole place of jurisdiction for all disputes arising from the contractual relationship (including counterclaims, check payment and summary bill enforcement proceedings) is the seat of RTM. RTM may also take the client to court at their place of jurisdiction. The laws of the Federal Republic of Germany relevant for the legal relationship apply.

14. Safeguarding clause

If individual clauses of these terms and conditions are or become null and void or ineffective this shall not affect the validity of the remaining stipulations and clauses.

15. Coming into effect

The General Terms and Conditions in the present version come into effect on 13/04/2010.