

Conditions of Sale of ROLAND Spedition

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Erste Bank Blz 20111 Acc. 30001072565/BIC: GIBAATWWXXX/IBAN 6920 1113 0001 0725 65
FN 263833 s DVR: 0543322 ATU61900946

We work exclusively on the basis of the Austrian Forwarders' General Terms and Conditions (allgemeine österreichischen Spediteurbedingungen).

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1.1 Freight Offer

Prices quoted in EURO and include the container tare and weight of goods on the respective weight scale (GWT). All transport services offered by Roland Spedition are subject to the applicable freight availability and timetable. We work exclusively based on the Austrian Forwarders' General Terms and Conditions (Allgemeine Österreichische Spediteurbedingungen, AÖSp). Delivery times and fixed dates cannot be guaranteed, as these require unimpeded transport conditions by rail or road.

The stated freight costs apply to the transport of goods of all kinds, based on Item 1.11, in large containers of the ISO standard with a valid CSC/ACEP sticker and do not apply to office or construction containers or containers with sideward rolling shutter or tarpaulins

The terminal handling and clearing of containers outside the free-time period will be billed separately based on our "ancillary services", unless included in the freight offer.

Our freight offers at KV rates include the respective national toll and, unless otherwise stated, loading will be performed with a standard chassis.

1.1.1 External cost factors – price for diesel

Roland Spedition non-binding offers subject to price adjustments. In case of considerably fluctuations of diesel price we keep the right, to implement a diesel floater.

1.2 General

Upon receipt of your import booking, it will be allocated to the next available railway capacity, taking into account any ship ETA/ETS data in the port systems known at the time. Any necessary rebooking arrangements, e.g. later/earlier ship arrivals, no customs clearance, lack of exemptions, etc. will be allocated to the next available railway capacity at this time. You can check the planned departure date on our booking confirmation. We do not recognise and assume no liability for any resulting overrun of demurrage or storage free time. The assumption of costs by Roland Spedition is hereby excluded.

After we have received your export booking, it will be allocated to the next available railway capacity, taking any delivery dates or cut-off times into account. You can check the planned departure date on our booking confirmation. We cannot recognise and assume no liability for any resulting overrun of demurrage or storage free time. The assumption of costs by Roland Spedition is hereby excluded.

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It is practically not possible for Roland Spedition to inspect the external condition of the loaded or empty units or determine any prior damage before acceptance at the departure terminal and therefore expressly excluded from the contract.

1.3 High Cube, Flatrack and Open Top Container

Our freight offers are also valid for 40 ft. High Cube and Flatrack or Open Top Containers in Gauge. In the case of open top or Flatrack with excess height, carriage may be possible up to a height of a high cube under certain circumstances, but only after physical examination by the wagon technician and depending on the respective transshipment terminal.

For container transports with dimensions deviating from the ISO standard, in particular with a height above a high cube container, we are only able to transport following a prior positive review. In such cases, we ask you to ask us about the options and any surcharges separately.

1.4 Weight Restrictions

For door delivery in Austria, the gross weight (GWT) of the container is limited to 26.0 tonnes, with maximum allowed axle load of 8,0 tons. Deliveries for heavy containers, especially heavy 20' containers, can only be made after pre-notification and positive verification. Container deliveries with Container gross weight (GWT) of over 26 tons, with maximum allowed axle load of 8,8 tons, are usually possible upon request and positive verification and may incur additional costs. The delivery of gross container weights of over 26.0 tons may lead to delays, depending on the availability of special equipment and granting of special permits.

In case of cross-border transport (Austria \Leftrightarrow neighbouring countries) the total weight (tractor, chassis, container) of the container is limited to a maximum of 40.0 tons. An offer for container deliveries with a higher weight can be made only after consultation and will incur additional costs.

1.5 Weight Report or Content Description

Incorrect weight information and / or non-compliance with the load limit severely jeopardises the safety of railway operations (incorrect brake calculations, overstressing of the wagon material and upper and lower structure). The customer is therefore required to send us the correct weight information no later than on the day of dispatch before the closing for cargo in official documents (e.g. export). This procedure also has advantages for you, as we use our trains optimally due to the correct weights and no potentially vacant parking spaces are lost as a result.

We are unable to accept claims made at later date. For this reason, we will continue to charge the difference to you if the weight is too low.

Furthermore, we always need to know the specific content when placing an order, this is required by customs. Product descriptions such as "harmless chemicals" are not sufficient.

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1.6 Cancellation and Change Fee

Imports

Cancellations and rebooking's must be received in written no later than at noon on the day before the loading day. If departures take place at the weekend, this information must be sent to us by 17:00 on Thursday. If these changes (such as ATB number / missing sub-items, missing customs clearance, PIN number, exemption, incorrect description of goods or weight, incorrect package information, etc.) are sent later, we will charge a fee of EUR 100 per TEU. In the case of rebooking's and cancellations on the day of dispatch, the full dead freight will be charged.

Rail T1 cancellation in the case of import departures

We will charge EUR 50 for the cancellation of a previously created T1 document, whereby our customer must provide written justification of submission to customs.

Exports

Cancellations and rebooking's must be received in writing no later than at noon on the day before the day of shipment. If departures take place at the weekend, this information must be sent to us by 17:00 on Thursday. If these changes are made at a later date, we will charge a fee of EUR 100 per TEU. In the case of rebooking's and cancellations on the day of dispatch, the full dead freight will be charged.

Please note that the cancellations or rebooking's for our block train Graz must be made no later than three working days (MON-FRI) before the day of shipment.

Truck delivery

This agreement is also valid for truck deliveries, although the cancellation must be made in writing no later than the day before by 12:00 noon; otherwise the full dead freight will be charged.

1.7 Railway Siding Transport

The following regulations apply to siding transport in Austria:

S = 1 x 20' container on a wagon (single)

P = 2 x 20' container on a wagon (pairs)

G = 3 x 20' container on a wagon (grouped)

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Rates are calculated on basis of wagon definition: 4 axis, load limit 70t calculated on line category C, load length 60'!

The rates for paired and grouped 20' containers only used in one order.

If the full or empty containers being removed by crane from the customer's site for the purpose of loading and unloading, it must be ensured that the outgoing wagons are only loaded with containers if Spedition Roland GmbH Vienna is acting as the freight payer. At the same time, it must be ensured that the containers are reloaded in pairs or groups.

The wagon order for empty containers - shipping ex Austrian depots - must arrive at Roland Spedition no later than two working days (by 16:30) before the date.

Paired or grouped shipping refers exclusively to the used railway cars. A bill of lading will be created for each wagon!

Please note that despite all due care, we cannot guarantee punctual provision by the respective railway operator and the desired wagon equipment. For this reason, we cannot assume any resulting costs.

1.8 Drop-off Supplement

If the towing vehicle is removed at the customer's request, we will charge a supplement based on the respective distance.

In urban areas (Vienna, Salzburg, Linz) the chassis is dropped off free of charge. For the first 24 hours, the chassis rent is already included in the supplement.

For each additional 24 hours, we charge the following chassis fee: EUR 80.00 per container / day.

Saturdays, Sundays and nationwide public holidays are also free of charge.

1.9 Shuttle Traffic

A container from an import loading order consisting of several containers is delivered to the customer and dropped off. Following an empty signal, a new loaded container is placed and dropped off.

The empty container is picked up during the course of this presentation. The process continues until the order is complete. We only charge additional trucking during the final approach to pick up the last container (second approach).

If the individual containers remain at the unloading point for more than 24 hours prior to replacement, a chassis fee will be charged in accordance with Point 7. In the case of export presentation, this procedure applies along the same lines.

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1.10 Door Delivery / Overtime Calculation

via Austrian / German / Swiss terminals:

We grant a free waiting time of two hours for combined transport. The charges for any additional time are noted in the respective offers.

via Czech / Slovak / Hungarian terminals:

We grant a free waiting time of four hours for combined transport. The charges for any additional time are noted in the respective offers.

If Roland Spedition delivers the container to a different terminal than agreed, the time will be calculated from the beginning of the loading or unloading process. In the case of a timely delivery, the waiting period is calculated from the agreed presentation date, irrespective of when the customer's loading or unloading activity begins.

Roland Spedition reserves the right to charge any costs incurred by the customer (e.g. no registration at the depot, exemption and / or suitable container not available at the depot, etc.).

1.11 Dangerous Goods

The transport of dangerous goods is subject to legal regulations. Please refer to "Ancillary Services" and "Terminal Services" for the surcharge for the transport of dangerous goods.

Roland does not transport dangerous goods in the following classes:

Class 1	Compatibility Group A
Class 4.1	Self-igniting with temperature control
Class 5.2	Organic peroxides with temperature control
Class 7	radioactive
Class 8	sulphur trioxide

UN numbers 0020, 0021, 0074, 0113, 0114, 0129, 0130, 0135, 0224, 0473, 1798, 1829, 2186, 2249, 2421, 2455, 3097, 3100, 3111 to 3121, 3127, 3133, 3137, 3231 to 3240 and 3255.

Dangerous products with high risk potential in accordance with paragraph 1.10

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Tank containers with dangerous goods, or empty uncleaned Tank containers ex dangerous goods, only after consultation.

The customer of the sender is fully liable towards Roland for the accuracy of the information provided about the dangerous goods to be transported and their features. Limited quantities must be indicated as such, i.e. indicating the class; and the reference to "limited quantity".

In the case of combined transport, the ADR applies to the delivery of the loading unit in addition to the previous remarks. If exceptions or approvals etc. are claimed, these deviations from the law must be indicated and a copy is to be included with the transport. The temporary layover of loading units in transfer stations may not exceed 24 hours. For this reason, loading units must be delivered to the transfer station on the day of departure, or picked up at the transfer station on the day of arrival.

When placing the order, Roland Spedition needs the collar numbers and weights, type of packaging, UN No., official name (for NEC entries also the technical name), class, packing group and, if necessary: various special provisions, net explosive mass.

1.12 Transportation of Refrigerated Containers

Please note that during transport, refrigerated containers are neither refrigerated nor controlled, that not all terminals have a cooling power connection and that we are happy to offer transport prices upon request for each truck cooling chassis.

Roland Spedition expressly assumes no liability for any damage resulting from the lack of cooling facilities.

1.13 Commitment Note

The preparation must be requested in writing and the resulting costs will be charged to the customer. Please refer to "Ancillary Services" for the surcharge for the preparation of the commitment note certificate.

1.14 Additional Lift Provision

If the container is delivered on a day other than the transport days and valid delivery time for the block train, we will charge for an additional lift in accordance with our "Terminal Services".

Validity via Austrian terminal with block train connection:

If oncarriage by truck or wagon is not effected on the day of arrival at the terminal an additional handling will be charged according to our "Terminal Services".

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Validity via German or Swiss terminal with block train connection:

The costs for the additional lift and storage costs can be found in "Terminal Services" or are noted in the respective offers.

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