

GENERAL TERMS AND CONDITIONS

Valid from 01.04.2021

Validity

- Our offer is based on current tariffs, exchange rates, payment and transport conditions and without obligation until contracted.
- The validity is based on the departure date of the shipment, not on booking date.
- Subject to accessible and calculated transport routes.
- Transport restrictions in involved countries, especially those which occur after the departure of the shipment can cause extra costs (**i.e. demurrage costs, redirection costs**) and will be invoiced as per outlay.
- Subject to container availability and free train slot at the time of booking/transport.
- For non-hazardous harmless commercial goods according to ADR/RID.
- For goods packed in safe, standard size and weight packages designed for railway transport.
- Our offer can be terminated at any time and also before the stated validity period expires, if any significant changes to the competitive, operating, collective or monetary environment occur.
- We are working under the terms and conditions of CMR/CIM/SMGS.
- Any transit time in the offer is an estimation based on experience bearing no legal or contractual obligation, and furthermore, it is an indication generated by considering block-train availabilities.
- Delivery dates are subject to the relative freight law (i.e. SMGS article 14; §1).
- Rates are subject to availability and creditworthiness of customer.
- All rates are valid for **20,000 kgs** of payload. **Max. payload additional charges apply.**

Cancellation fee

- For WB, EB, LCL services: Free of charge 6 days prior to train departure. Less than 6 days prior to train departure full freight will be charged.
- FOR WB, EB Xian service: Free of charge **7 working days** prior to train departure. Less than 7 working days prior to train departure full freight will be charged.
- FOR EU services only: Malaszewicze – Hamburg / Duisburg / Neuss / Warsaw / Milano and v.v.: **If the booking gets cancelled less than 2 days prior to departure full freight will be charged.**
- In case customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it has to be executed in the time frame given by FELB operations. If containers are already loaded on the train and the T1 document is not finished yet, customer has to cover all possible occurring costs. **Cancellation of wagon €70 + 2 x €55 Handling: €180.** In order to avoid delays and additional charges, we recommend to give us the chance to take care of the T1 document.

Change of destination

- For shipments already departed to Europe: If the initial booking was placed for any other terminal (Warsaw/Hamburg/Duisburg/Neuss/Regensburg/Milan etc.) and then has been changed to Malaszewicze rail terminal only, following fees will apply:
 - Change of destination in Westbound: **\$150**
 - Change of SMGS in Eastbound: First change of SMGS **\$150 per container**, any additional change in the same SMGS **\$45**.
- On-carriage/pre-carriage in Europe per container chassis
 - Waiting time:
 - **From/to Polish terminals:** 6 hours free, then **€38/started hour**. (The rate per started day is **€370**)
 - **From/to German terminals:** 2 hours free, then **€70/started hour**. (The rate per started day is **€740**)
 - **Exception - If loading/unloading is in Sweden:** 1 hour free, then **€140/started hour**.
 - **From/to Italian terminals:** 2 hours free **€45/started hour**. (The rate per started day on demand)
 - **From/to other EU terminals:** has to be checked case by case.
 - **Custom Stop:** 1 hour free

General cut-off information

- Booking cut-off: Recommended 9 days prior departure
- Document cut-off: 3 days prior departure
- Container cut-off: 2 days prior departure
- Unless stated otherwise

Storage terms and conditions

Germany		Poland / Italy
<p>Hamburg Billwerder EB: 3 days free incl. departure date Exception trains to Xian: \$65 + \$40/day for early delivery WB: 2 days free from the day of arrival Thereafter: Every handling operation €30 (at least 2 handlings) EB from 4th to 8th day €25/day/40ft DV & HC from 9th day: €30/day/40ft DV & HC WB from 3th to 4th day: €10/day/20ft DV, €20/day/40ft HC from 5th day: €20/day/20ft DV €35/day/40ft HC</p> <p>Hamburg Eurogate EB: 3 days free incl. departure date Exception trains to Xian: \$65 + \$40/day for early delivery WB: 3 days free from the day of arrival Thereafter: Every handling operation: €50 (at least 2 handlings) EB: Day 4+: €24/day/40ft DV & HC WB: Day 4-7: €24/day/40ft DV & HC Day 8-12: €80/day/40ft DV & HC Day 13-17: €150/day/40ft DV & HC Day 18-22: €220/day/40ft DV & HC Day 23+: €290/day/40ft DV & HC</p> <p>Hamburg KTH EB: 2 days free incl. departure date Exception trains to Xian: \$65 + \$40/day for early delivery WB: 3 days free from the day of arrival Thereafter: Every handling operation: €30 (at least 2 handlings) EB from 3rd to 8th day, WB from 4th to 8th day: €20/day/40ft DV & HC EB, WB from 9th day: €30/day/40ft DV & HC</p>	<p>Neuss EB: 4 days free incl. departure date Exception trains to Xian: \$65 + \$20/day for early delivery WB: 3 days free from the day of arrival Thereafter: Every handling operation €30 (at least 2 handlings) EB from 5th day, WB from 4th day: €10/day/40ft DV & HC</p> <p>For more than 10 days storage a single payment of €22/cntr. is applied</p> <p>Duisburg DIT & D3T & DeCeTe EB: 4 days free incl. departure date Exception trains to Xian: \$65 + \$40/day for early delivery WB: 3 days free from the day of arrival Thereafter: Every handling operation €30 (at least 2 handlings) EB from 5th day, WB from 4th day: €20/day/40ft DV & HC</p> <p>For more than 10 days storage a single payment of €22/cntr. is applied</p> <p>DUSS Duisburg EB: 2 days free incl. departure date Exception trains to Xian: \$65 + \$40/day for early delivery WB: 2 days free from the day of arrival Thereafter: Every handling operation €30 (at least 2 handlings) EB, WB from 3th to 8th day: €30/day/40ft DV & HC EB, WB from 9th day: €40/day/40ft DV & HC</p> <p>Frankfurt-Höchst WB: 3 days free from the day of arrival Thereafter: Every handling operation €45 (at least 2 handlings) WB from 4th to 10th day: €10/day/40ft DV & HC WB from 11th day: €30/day/40ft DV & HC</p>	<p>EB: 4 days free incl. departure date Exception trains Mala to Xian: \$65 + \$20/day for early delivery WB: 3 days free from the day of arrival Thereafter: Every handling operation €55 (at least 2 handlings) EB from 5th to 19th day, WB from 4th to 19th day: €4/day/20ft DV €8/day/40ft DV & HC EB, WB from 20th day: €6/day/20ft DV €12/day/40ft DV & HC</p> <p>Italy EB: 2 days free incl. departure date WB: 3 days free from the day of arrival Thereafter: Every handling operation: €30 (at least 2 handlings) EB from 3rd to 8th day, WB from 4th to 8th day: €25/day/40ft DV & HC EB, WB from 9th day: €35/day/40ft DV & HC</p>

Detentions terms and conditions

7 days free

- 8-15 days: \$20/day/container
- 16-25 days: \$25/day/container
- 26-40 days: \$30/day/container
- 41-55 days: \$35/day/container
- 56-70 days: \$50/day/container
- 71-100 days: \$65/day/container
- 100+ days: assumed as container lost > \$6,000/40'HC will be charged

Detentions terms and conditions – Reefer Units

4 days free

\$50 per day afterwards until empty return at nominated depot

Storage terms for LCL in Hamburg (ONLY stackable cargo)

6 days free from the moment of sending

of ATB day 7-14: **€3/ton/day**

Day 15+: **€7/ton/day**

Minimum charge: **€50/shipment**

Storage terms for LCL in Warsaw (For stackable and non-stackable cargo)

4 days free from the moment of sending of DSK

€3/CBM/day; Minimum charge: **€50/shipment**

Storage terms for LCL in Italy (ONLY stackable cargo)

3 days free from the moment of sending of ATB

€0.24/100 kg/day (tax weight 1 CBM = 300 kg)

Storage terms for LCL in Duisburg (ONLY stackable cargo)

5 days free incl. departure day

€3/pallet/day

Our offers exclude

- possible demurrage costs
- possible costs for export/import customs inspection
- possible costs for public fees and charges according the outlay
- possible extra costs incurred through default of your own
- possible extra costs for special performances requested by the client
- surcharges for non-ferrous metals which are applicable also for small quantities
- transport insurance
- local costs Asia/Russia/Europe
- storage/container costs in Asia
- empty container damage or cleaning expenses for by FELB provided container

Services on request

- customs stop – import/export
- multi-stops
- pre/on-carriage
- special request for container depot (container pick-up & return)
- chassis rental

Reefer Services on request

- For the transport of the diesel electric reefer container, a Gooseneck chassis which is completely flat in the front (no upstanding connections) is required, this is due to the diesel tank. If the right chassis is not used, the diesel tank will be damaged with malfunctioning of the cooling unit as a result. Furthermore, it is important to use clean diesel and in the winter period, starting from November you need to use artic diesel for **-35 Celsius**
- We just offer FOT to FOT service
- More information about our Reefer Units in extra presentation send with valid offer.

HS codes

- When placing the enquiry, shipper is responsible to provide FELB with an eight digits HS code of the cargo, in order to check its transport acceptance via Russia and China.
- If the HS code hasn't been provided and confirmed by FELB until the moment of booking, shipper bears full responsibility for possible occurring extra costs (rerouting, inspection, storage, return of the loaded container etc.).
- If HS code is not provided to check at the moment of booking, it may delay the actual departure. If shipper requires urgent transport without checking the HS code, FELB is not responsible in the case HS code not being accepted at some point along the route.

Special stuffing/packaging/loading/booking instructions

- Bookings will only be accepted with valid offer number.
- The cargo has to be properly stowed and secured according to IMO/ILO/UNECE Code of Practice for Packing of Cargo Transport Units (CTU Code).
- The cargo weight distribution within the container needs to remain balanced
- 20ft containers can be dispatched only in pairs.
- Pairs of 20ft containers must not exceed a weight difference of more than 2 tons.
- Maximum gross weight of a container including tare must not exceed 30 tons.
- Depending on pre- or on-carriage in Europe, the gross weight may be lower than 30 tons.
- All containers have to be properly sealed with a metal seal by the loading place.
- It is recommended to complete booking minimum 7 days in advance unless stated otherwise.
- There is no guarantee for departure if any of cut-off dates is missed.
- Heavy single items require a weight distributing substructure as the weight of such items could be too high for the container floor. The maximum values for the floor load capacity of standard containers are **4.5t/m (20' container)** and **3.0t/m (40' container)**.
- For eastbound trains, we request seven photos of stuffing cargo. If photos are not provided, we cannot guarantee your cargo will be processed at Manzhouli border.

Instructions for 7 photos procedure

1. empty container prior to loading showing container condition and interior container number,
2. 1/2 loaded container showing interior container number,
3. fully loaded container with open doors showing interior container number,
4. fully loaded containers displaying reinforcement and cargo lashing,
5. fully loaded container with right door closed displaying container number,
6. fully closed container with correctly positioned seals displaying also container number and
7. seal and lock detail

Terms and Conditions for T1

T1	FCL	LCL
Poland *	Local Costs Europe via Polish Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 includes 1 HS code only For each additional HS Code: +\$7/item Customs guarantee: Invoice value x 0.05% mandatory and due at all times \$60 penalty per day after expired T1 deadline 	Local Costs Europe via Polish Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 includes 1 HS code only, for each additional HS Code: +\$7/item Customs guarantee: Invoice value x 0.05% (if invoice value > €10,000) – mandatory \$60 - penalty per day after expired T1 deadline
Germany	Local Costs Europe via German Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 (includes 1 HS code only) For each additional HS Code: +\$7/item Change of Custody \$20 If invoice value < €300,000 then flat rate = \$40 Invoice value *0.05% (if invoice value > €300,000 – mandatory and due at all times) 	Local Costs Europe - via German Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 (includes 1 HS code only) For each additional HS Code: +\$7/item Customs guarantee: Invoice value x 0.05% (if invoice value > €10,000) – mandatory and due at all times
Slovakia	Local Costs Europe via Slovakian Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 includes 1 HS code only For each additional HS Code: + \$7/item Customs guarantee: Invoice value x 0.05% Mandatory and due at all times 	
Italy	Local Costs Europe via Italian Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 includes 1 HS code only, for each additional HS Code: +\$7/item If invoice value < €300,000 then flat rate = \$40 Invoice value *0.05% (if invoice value > €300,000 – mandatory and due at all times) 	Local Costs Europe - via Italian Rail terminals: <ul style="list-style-type: none"> T1 (not included): \$82 includes 1 HS code only. For each additional HS Code: +\$7/ item Customs guarantee: Invoice value x 0.05% (if invoice value > €10,000) – mandatory and due at all times
Budapest	Local Costs Europe via Hungarian Rail terminal: <ul style="list-style-type: none"> T1 (not included): \$82 includes 1 HS code only For each additional HS Code: +\$7/item If invoice value < €300,000 then flat rate = \$40 Invoice value *0.03% (if invoice value > €300,000 – mandatory and due at all times) 	

* In case customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it has to be executed in the time frame given by FELB operations. If containers are already loaded on the train and the T1 document is not finished yet, customer has to cover all possible occurring costs: **Cancellation of wagon €70 + 2 x €55 Handling: €180.**

Obligation for customer

- The client is obligated to provide the stamped SMGS copy of each container after arrival at final destination, not later than **90 (ninety) days** from the date of services rendering for providing them to taxation authorities in accordance with legislation of Russian Federation.
- In case of customer's failure to submit to freight forwarder documents provided by the tax code of the Russian Federation for acknowledgement of the tax rate under the **VAT of 0%**, the customer shall pay freight forwarder penalty at the rate of **20% (twenty percent)** of the cost of freight forwarder's unconfirmed services.

Required transport documents

- Requested documents (commercial invoice, packing list, EX-1, certificates, etc.) per container must be sent by shipper on document cut-off date, however not later than **3 days** before departure. The documents provided will be used during the whole transportation (for example: For issuing SMGS, CIM, T1, ATB, CMR ...).
- Change of documents during the transport is not possible. All documents have to be issued in English (no other language will be accepted by us).

At packing list (and invoice) following information has to be mentioned:

- Seller and Buyer
- All NHM codes for loaded cargo and cargo description for each NHM code
- Number of packages according to each NHM code.
- Gross- and net weight according to each NHM code.
- Value of goods according to each NHM code.
- Container number and Seal number

The shipper carries full responsibility for correctness of provided documentation. We bear no liability in case of incorrect, insufficient and/or delayed documents.

If information is missing or incorrect at shipper's documents, customs problems might occur (especially in Europe). In such case shipper will be held liable. Customs authorities are allowed to check container during transportation anytime.

Occurred costs by customs control are at the expense of the cargo, which means shipper or consignee have to pay them. These costs may vary from case to case and will be invoiced afterwards.

Customer responsibilities – container management

- If carriage was booked as SOC shipment, customer shall provide containers in a safe and cargo-worthy condition in accordance with UCIRC standards and having a CSC plate valid for at least **120 days**. If customer couldn't provide clean and safe container or his CSC plate is expired or missing, owner shall repair the container and client shall be responsible for all reasonable and documented repair, cleaning or CSC plate renewal expenses.
- Upon delivery to consignee, customer shall assume any and all responsibility arising from possession or utilization of the container and indemnify owner, including its agents, from any and all liability resulting from the operation of the container by client.
- Client is responsible for ensuring that container from which goods have been unpacked, was left in a clean and cargo worthy condition (including the removal of labels). FELB will reimburse the customer for any cleaning costs and other expenses that may have incurred by failure to do so.
- Client has the right to inspect the container before the pick-up of the container from the Container Terminal. If the provided container is defective, damaged, polluted or unsuitable for the carriage of goods, it has to be rejected and claimed immediately. **Please ensure you notify FELB prior to collection so we can swap the container to avoid additional charges.** If the client accepted released container "as is" without taking clear pictures of container condition before and during loading and after unloading, FELB reserve the right to hold the client liable for the damages claimed by FELB 's nominated container depot at the place of destination.
- We recommend shippers at origin take photographs of empty container as well as the consignees at destination once container is empty.
- If a container is damaged and/or requires cleaning and if the total cost of same including repair handling charges exceeds **\$50 per container**, user shall be responsible for paying the total amount without deductions. For assessment of damage, UCIRC shall apply. Any transportation and/or handling costs incurred in moving the container to the nearest repair facility are for user's account. Owner shall notify user if repairs in excess of **\$50** are required for a returned container. User shall be allowed first option to repair or hire a surveyor for container check prior to owner effecting repair and billing of user, such option is to be declared within 5 working days of receipt of the repair estimate. If user does not select this option, Owner shall repair the container and user shall be responsible for all reasonable and documented repair costs. If repair cost exceeds the depreciated value, (DV) the container shall be considered a total loss.
- In the event that repairs are performed by client, client shall abide by repair standards as per UCIRC and material must be of similar quality and type as material removed. Repairs, when complete, are subject to acceptance by owner, such acceptance not to be unreasonably withheld.

Any container and cargo damage must be reported immediately by the contractor in writing. Concealed damage must be reported no later than six days in writing after the takeover of the container.

Payment terms

- **14 days** after the invoice issue date. Our invoices are issued immediately after train departure.
- In case of any additionally occurred costs, we reserve the right to invoice our customers within **one year** from the shipment date.