

**GENERAL TERMS AND  
CONDITIONS**

*Valid from 01.08.2022*

### Transport 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. **Above 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 **8 working days** prior to train departure. Less than 8 working days prior to train departure full freight will be charged (costs as mentioned in offer)
- 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 must 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 must cover all possible occurring costs.
- **Cancellation of wagon:**  
**€200.** To avoid delays and additional charges, we recommend giving 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: **\$280 (including THC)**
  - 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 **€80/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 **€80/started hour**. (The rate per started day on demand)
    - **From/to other EU terminals:** must 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  
Europe**

Germany		Poland
<p><b>Hamburg Billwerder &amp; Hamburg KTH &amp; C.Steinweg Süd West Terminal</b>  <b>EB:</b> 3 days free incl. departure date  <b>For early delivery:</b>  <b>THC €60 + Storage</b>  <b>Thereafter:</b>  From 4<sup>th</sup> to 8<sup>th</sup> day:  €30/day/container  From 9<sup>th</sup> day:  €40/day/container</p> <p><b>WB:</b> 2 days free from the day of arrival  <b>Thereafter:</b>  <b>THC €60 + Storage</b>  From 3<sup>rd</sup> to 8<sup>th</sup> day:  €30/day/container  From 9<sup>th</sup> to 14<sup>th</sup> day:  €50/day/container  From 15<sup>th</sup> day:  €75/day/container</p> <p><b>Hamburg Eurogate</b>  <b>EB:</b> 3 days free incl. departure date  <b>For early delivery:</b>  <b>THC €60 + Storage</b>  <b>Thereafter</b>  From the 4<sup>th</sup> day:  €35/day/container  From 9<sup>th</sup> day:  €40/day/container</p> <p><b>WB:</b> 2 days free from the day of arrival  <b>Thereafter:</b>  <b>THC €100 + Storage</b>  From 4<sup>th</sup> to 7<sup>th</sup> day:  €60/day/container  From 8<sup>th</sup> to 12<sup>th</sup> day:  €175/day/40ft DV &amp; HC  From 13<sup>th</sup> to 17<sup>th</sup> day:  €340/day/container  From 18<sup>th</sup> to 22<sup>th</sup> day:  €500/day/container  From the 23<sup>th</sup> day:  €660/day/container</p>	<p><b>Duisburg DIT &amp; D3T &amp; DeCeTe &amp; Neuss &amp; Krefeld</b>  <b>EB:</b> 3 days free incl. departure date  <b>For early delivery:</b>  <b>THC €60 + Storage</b>  <b>Thereafter:</b>  From 4<sup>th</sup> to 8<sup>th</sup> day:  €20/day/container  From 9<sup>th</sup> day:  €40/day/container</p> <p><b>WB:</b> 3 days free from the day of arrival  <b>Thereafter:</b>  <b>THC €60 + Storage</b>  From 4<sup>th</sup> to 8<sup>th</sup> day:  €20/day/container  From 9<sup>th</sup> to 14<sup>th</sup> day:  €50/day/container  From 15<sup>th</sup> day:  €75/day/container</p> <p><b>DUSS Duisburg / Samskip Terminal</b>  <b>EB:</b> 2 days free incl. departure date  <b>For early delivery:</b>  <b>THC €70 + Storage</b>  From 3<sup>rd</sup> to 8<sup>th</sup> day:  €40/day/40ft DV &amp; HC  From 9<sup>th</sup> day:  €50/day/40ft DV &amp; HC</p> <p><b>WB:</b> 2 days free from the day of arrival  <b>Thereafter:</b>  <b>THC €70 + Storage</b>  From 3<sup>rd</sup> to 8<sup>th</sup> day:  €40/day/40ft DV &amp; HC  From 9<sup>th</sup> to 14<sup>th</sup> day:  €50/day/container  From 15<sup>th</sup> day:  €75/day/container</p>	<p><b>EB:</b> 4 days free incl. departure date  <b>For early delivery:</b>  <b>THC €110 + Storage</b>  <b>Thereafter:</b>  From 5<sup>th</sup> to 19<sup>th</sup> day:  €15/day/container  From 20<sup>th</sup> day:  €20/day/container</p> <p><b>WB:</b> 4 days free from the day of arrival  <b>Thereafter:</b>  <b>THC €110 + Storage</b>  From 5<sup>th</sup> to 8<sup>th</sup> day:  €25/day/container  From 9<sup>th</sup> to 14<sup>th</sup> day:  €50/day/container  From 15<sup>th</sup> day:  €100/day/container</p>
		Italy
		<p><b>EB:</b> 2 days free incl. departure date  From 3<sup>rd</sup> to 8<sup>th</sup> day,  €25/day/40ft DV &amp; HC  From 9<sup>th</sup> day:  €35/day/40ft DV &amp; HC</p> <p><b>WB:</b> 3 days free from the day of arrival  <b>Thereafter:</b>  THC €110 + Storage  From 4<sup>th</sup> to 8<sup>th</sup> day:  €25/day/40ft DV &amp; HC  From 9<sup>th</sup> day:  €35/day/40ft DV &amp; HC</p>
		Other terminals
		Costs as offered by sales department

Storage terms and conditions		
Russia		
Moscow		Saint Peterburg
<p><b>Vorsino</b>  <b>WB:</b> 2 days free from the day of arrival  <b>THC \$350,-/container</b>  <b>Storage cost:</b>                      From 3rd to 3th day:                      \$60,-/day/container From                      4th to 10th day:                      \$80,-/day/container From                      151h day:                      \$150,-/day/container</p> <p><b>Electrougli</b>  <b>WB:</b> 2 days free from the day of arrival  <b>THC \$340,-</b>  <b>Storage costs:</b>                      From 3rd to 8th day:                      \$60,-/day/container From 9th to 15th day:                      \$80,-/day/container From 161h day:                      \$140,-/day/container</p> <p><b>Selyatino</b>  <b>WB:</b> 2 days free from the day of arrival  <b>Thereafter:</b>  <b>THC \$260,-/container</b>  <b>Storage costs:</b>                      From 3rd to 10th day:                      \$35,-/day/container From                      111h day:                      \$95,-/day/container</p> <p><b>Hovrino</b>  <b>WB:</b> 3 days free from the day of arrival  <b>THC \$360,-</b>  <b>Storage costs:</b>                      From 4th to 14th day:                      \$50,-/day/container                      From 151h day:                      \$80,-/day/container</p>	<p><b>Silikatnay</b>  <b>WB:</b> 2 days free from the day of arrival  <b>THC \$320,-</b>  <b>Storage costs:</b>                      From 3rd to 5th day:                      \$35,-/day/container                      From 61h day:                      \$95,-/day/container</p> <p><b>Bely Rast</b>  <b>WB:</b> 2 days free from the day of arrival  <b>THC \$340,-</b>  <b>Storage costs:</b>                      From 3rd to 7th day:                      \$50,-/day/container From                      8th to 14th day:                      \$70,-/day/container From                      151h day:                      \$140,-/day/container</p> <p><b>Kupavna</b>  <b>WB:</b> 5 days free from the day of arrival  <b>THC \$400,-</b>  <b>Storage costs:</b>                      From 6th to 13th day:                      \$30,-/day/container                      From 141h day:                      \$40,-/day/container</p> <p><b>Kristy</b>  <b>WB:</b> 3 days free from the day of arrival  <b>THC \$290,-/container</b>  <b>Storage costs:</b>                      From 4th to 9th day:                      \$30,-/day/container From                      101h day:                      \$50,-/day/container</p>	<p><b>Shushary</b>  <b>WB:</b> 2 days free from the day of arrival  <b>THC \$400,-/container</b> <b>Storage costs:</b>                      From 3rd day:                      \$35,-/day/container</p> <p><b>CTSP</b>  <b>WB:</b> 10 days free from the day of arrival  <b>THC \$400,-/container</b> <b>Storage costs:</b>                      At costs</p>
		Other terminals RU
		Costs as offered by sales department

**Detentions\*) terms and conditions**

7 days free including arrival date

- 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 > \$6,000/40ft 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

**€4/CBM/day**; Minimum charge: **€65/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**

\*) *Detention refers to the charge that the merchant pays for the use of the container outside of the terminal or depot, beyond the free time period.*

### Our offers exclude

- possible demurrage costs
- possible costs for export/import customs inspection
- possible costs for public fees and charges according to 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
- possible House Bill of Lading (HBL) costs €25
- possible change of invoicing (for example consignee to shipper): €25
- additional costs & procedures in Zabaikalsk

### 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, artic diesel for **-35° Celsius** must be used.
- FELB offers FOT to FOT service only
- More information about our Reefer Units with a valid offer can be sent in extra presentation.

## HS codes

- When placing the enquiry, shipper is responsible to provide FELB with an eight digits HS code of the cargo, 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 time 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.
- FELB is not responsible if HS Codes and cargo have no match by verification due to customs etc.

## Special stuffing/packaging/loading/booking instructions

- Bookings will only be accepted with valid offer number.
- The cargo must 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 **4.5 tons/m (20ft container)** and **3 tons /m (40ft 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 also displaying container number,
7. seal and lock detail.



## Terms and Conditions for T1

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

\*) In case customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it must 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 must 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 must be issued in English (no other language will be accepted by us).

### At packing list (and invoice) following information must 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 must pay them. These costs may vary from case to case and will be invoiced afterwards. In case of confiscation a letter of guarantee must be provided to confirm possible penalty charges.

### Pick up procedure

Pick up reference and all additional information for Westbound shipments will be communicated in cargo arrival notice

## 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 to 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 the same container 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 mount up to more than \$50. 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.
- If 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.
- For customer requests regarding changes to invoices we will charge additional €50 per invoice