

Appendix Nr. 2 Intermodal Terms and conditions

INTERMODAL TRANSPORT

Intermodal Combi-Ticket – Train & Ferry*

GENERAL BOOKING INSTRUCTIONS

1. [Booking for intermodal connection to be created and submitted online via TT-Line Intermodal \(ttline.com\)](#)
2. After booking is submitted it will be processed and status will be changed to "Booking OK". Only after this is the booking considered confirmed.
3. Processing of the booking to be completed before the scheduled delivery time.
4. Train connections will be booked on the first available date considering chosen dates, but can be different from chosen dates.
5. For shipping units that are the subject to customs control, relevant paperwork (T1 transit customs declaration, commercial invoice / packing list) to be provided directly from trailer owner to the train operator at the latest before 12:00 midnight local time on the day of departure to ensure timely departure.
6. For loading units carrying dangerous goods, a signed copy of the Dangerous Goods Declaration must be submitted via email to intermodal@ttline.com once the booking has been created in the system. The booking will be confirmed only after the DG form, indicating the loading unit number has been received.

INTERMODAL SURCHARGES

1. Costs for storage and handling will be billed to the customer in accordance with the tariff of the terminal in full amount. Parking time to be calculated in accordance with general terms and conditions of respective terminal independently from operational processes related to departure and arrival handled by the train operator.
2. Expenses for additional services applied at the terminals, such as handling of ADR units and extra lift, to be billed in accordance with the tariff of respective terminal.
3. Costs for repair or other services, such as load adjustment, that have been ordered by TT-Line on behalf of a customer will be forwarded to the customer accordingly.
4. Claims for parking time can only be checked with provided GPS data or pick-up receipt.
5. All additional costs, including repair costs, parking and handling fee, and arrival or departure from terminal, will be re-invoiced to the customer in accordance with the invoice from the third party, within the compliance period (UstG §14) with accepted accounting rules.
6. **CareFree Solution** – special tariff option that includes handling of "small repairs" to meet the safety requirements of the rail and road and ensure the acceptance of the unit for rail transportation. This tariff option covers repairs of the total amount that does not exceed 150,00€. This tariff option cannot be applied as a part of the cost of repair service.
7. An administrative fee of €35,00 will be applied for the processing of extraordinary administrative requests, defined as requests that deviate from the procedures established in this Terms and Conditions document.

ACCEPTANCE OF THE UNIT AT START TERMINAL

1. Intermodal transports require damage-free trailers. Costs depend on the type and severity of the damage. To ensure your lead times, we will coordinate prompt repairs. Further information is available in the [intermodal handout](#).
2. By handing over the transport unit, the customer is liable for ensuring that such unit and the goods it contains are capable of combined transport, secured for transport, operationally safe and in fit condition.
3. Delivery of the shipping unit at the start terminal for intermodal connection: shipping order or receipt forms issued and signed by terminal representative upon consignment only establish a presumption that the customer has delivered a transport unit without any safety defects - that are visible from the ground - for subsequent rail carriage. No further presumption of conformity in respect of the external or internal condition of the transport unit or the goods contained in it shall exist.
4. When taking delivery, terminal representative may inspect the transport unit from the ground while it is still on the vehicle. Such inspection does not imply internal cargo load check.

LIABILITY

Intermodal transports with TT-Line are handled according to the below liability principles.

All aspects not handled in the TT-Line Intermodal Conditions can be found in the General terms and Conditions of the respective train operators: Kombiverkehr¹, TX Logistik², CargoNet³, ECL⁴, Greencargo⁵. In the case of discrepancies, TT-Line's Intermodal Terms and Conditions prevail.

For the ferry connection, TT-Line's ["Terms and Conditions of Carriage of Goods"](#) apply. In case of using subcontractors you are obligated to pass these on.

1. Liability in terms of damages

- 1.1 **Damage during rail transport:** TT-Line's liability for the rail transportation is framed by the liability of the rail operator. If the damage associated with the particular transportation occurs in an open wagon, including damage caused by external influences (e.g. weather conditions and / or airflow) or vandalism during rail transport, the operator does not take liability due to § 427 HGB, CIM Article 23 §3 a.
- 1.2 **Trailer was accepted in an appropriate condition at the first terminal but found damaged after loading/unloading before the following train departure.** Train operator inspects only the external condition of the trailer, not the proper/secure load of the goods inside the trailer. If the goods are not properly secured inside the trailer, they can move during the load/unload on/off the train/ferry which may cause the damage of the tarpaulin, including slight change in the condition, such as unbuckled door tube etc., as a result of the weight impact. In those cases, TT-Line cannot take liability for the repair costs.
- 1.3 **The requirements to the trailer condition vary from the country and direction.** If the trailer was accepted in a condition that corresponds to the "General Trailer Conditions" at first rail terminal, it does not guarantee that the train inspector at the following rail terminal will accept the trailer without additional regulations. In those cases, TT-Line cannot take liability for the repair costs.
- 1.4 Small damages and incorrectly delivered trailers at terminals without inspection will be reported with written terminal report upon receipt of such information from the third party. Reports will be accompanied with available pictures of damages/conditions. Reports without pictures do not justify/count as a claim. TT-Line handles small repairs without preliminary notification or confirmation with the customer unless otherwise agreed and reinvoices the cost to the customer. In those cases, TT-Line cannot take liability for the repair costs.
- 1.5 **Damage to the individual adjustable parts of the intermodal unit incurred during loading or unloading in the course of intermodal transportation will be assessed with regard to the unit's internal condition, taking into account factors such as rust, wear, and general deterioration.** Liability for any such damage will only be accepted if it can be demonstrated that the damage resulted from a mechanical impact on equipment that was otherwise in sound condition. In this context, the condition of the support legs of the Huckepak Trailer shall likewise be classified as wear and tear, unless evidence clearly indicates that the damage arose from direct actions or improper handling by the responsible party
- 1.6 **Damage claims will be handled in accordance with respective legislation.** Liability of the carrier is determined in CIM Art.23.
- 1.7 **TT-Line is only responsible for the repair costs organized by TT-Line.**

Definitions:

Repair – service for regulation damages / conditions (incl. fixing the load using special equipment) that exceeds the amount of 150,00€

Small repair – service for regulation damages/conditions (including closing the locks, clamping tubes, doors, fixing the tire line, welding small cuts under 100cm, slight adjustment of the load) for an amount under 150,00€

2. Liability in terms of delays:

2.1 TT-Line is not liable for delays caused by the following reasons:

- Ferry delays
- Train delay according to the liability of the respective train operator under freight legislation for exceeding the delivery period
- Canceled departure due to operational / external influences
- Due to intermodal operational problems, which can occur at the terminal responsible for the loading/unloading process (equipment, stevedoring service, etc.)

2.2 TT-Line takes liability for the delays caused by the following reasons:

- Booking mistake: trailer was booked not for the confirmed route and/or date different route / dates
- When the unit was not loaded on a train due to determined operation mistake of the train operator
- When the unit was not loaded on the ferry due to a mistake of TT-Line

3. Liability in terms of additional costs:

TT-Line is not liable for the parking time and related costs, occurred at first departure and/or at last delivery terminal. Customer is responsible for storage time and further dispatch planning after the unit has been delivered to the terminal of destination in accordance with related booking.

4. Liability in terms of other aspects:

All other aspects regarding liability terms not handled in the TT-Line Intermodal Conditions can be found in the General terms and Conditions of the respective train operators: Kombiverkehr¹, TX Logistik², CargoNet³, ECL⁴, Greencargo⁵

HAND OUT LIABILITY AND CLAIM HANDLING

1. Submission of a claim

1.1 Reclamation of damage to the loading unit which arose during intermodal connection can be submitted online via the "Claim" tab in respect with the relevant booking.

If usage of the "Claim" tab is not possible, please address your claim emails to the responsible team under reedereiabteilung@ttline.com.

Such an email should contain following information:

- Intermodal Booking Number
- Type / description of the damage
- Pictures of damage
- Damage report, created upon verification of the damage. Such report to be received by the driver at the final terminal of intermodal connection
- If damage report was not created, damage should be reported immediately, but not later than seven days after acceptance of the unit at the final terminal in accordance with CIM § 47 2b
- Estimated amount of damage

Missing documents can be submitted later, but please note that a final assessment and, if necessary, settlement of the claim will only be possible once all documents have been submitted in full

1.2 Submitted damage claim to be reviewed and processed in accordance with terms and conditions, described in the "Liability" section above and in respective paragraphs of CIM and HGB.

1.3 Repair costs for claimed damage to be reimbursed in full amount after the liability of responsible party is proven and fairness of such costs is confirmed.

¹ TT-Line offers various intermodal connections as a one-stop-shop solution. Find details here: <https://www.ttline.com/en/freight/intermodal-transport/>

² <https://www.txlogistik.eu/service/downloads-road-rail/>

³ <https://www.cargonet.no/en/startpage/tenester/terms-and-conditions2/>

⁴ <https://www.ecl-online.de/en/service/downloads/index.html>

⁵ <https://www.greencargo.com/en/book-transport/terms-conditions-and-price-lists>

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Please contact us if you are interested in a personalized quote for our intermodal solutions.

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