



GENERAL TERMS AND CONDITIONS OF  
CARGO-CENTER-GRAZ BETRIEBSGESMBH & CO KG (CCG)

Date: March 2017

## **1. PURVIEW**

- 1.1.** These GTC apply to all activities of Cargo-Center-Graz BetriebsgesmbH & Co KG (CCG), FN 192171f, Regional Court for Civil Matters Graz, primarily to the organisation of national and international transportation of goods via railway (train operator) and other transport-related services (such as handling and storage of transported goods).
- 1.2.** The Austrian Freight Forwarders' Terms and Conditions (AÖSp) are considered as agreed.
- 1.3.** General Terms and Conditions of the client/principal require explicit written consent from CCG in order to be valid. Other, especially contradictory, terms in General Terms and Conditions of contractual partners are deemed explicitly not agreed.
- 1.4.** Furthermore, the respectively applicable legal regulations shall apply – in particular the unified legal regulations for the contract concerning the international rail transport of goods – CIM, unless otherwise agreed and provided the following terms do not contain any deviating regulations.

## **2. TRANSPORT DOCUMENTATION**

- 2.1.** Unless otherwise agreed, CCG or its agents must issue a corresponding bill of consignment.
- 2.2.** The client/principal must impart all necessary information and documentation in a timely manner and is liable to CCG for all resulting damages, including financial losses.
- 2.3.** Should the information regarding mass/weight of the goods to be transported not be included in the order to CCG, it shall be considered a request for weighing.

## **3. CUSTOMS PROCESSING**

- 3.1.** The client/principal is, unless otherwise agreed, responsible for the proper and timely customs processing of the transported goods.
- 3.2.** If CCG is responsible for customs processing due to a special agreement, CCG is the direct representative of the client/principal. The client/principal must submit to CCG all complete information and documents necessary for customs processing of the goods in a timely fashion.
- 3.3.** The client/principal must accept responsibility to CCG for all disadvantages and damages (including financial damages) stemming from the omitted or incomplete conveyance of the required information and documentation as well as from the customs processing of the transported goods, and must indemnify and hold CCG harmless to third-party claims.

## **4. LOADING UNITS**

- 4.1.** The client/principal provides the loading units (e.g. containers, innovative semi-trailer handling unit (ISP), swap body bridges (SBB), other intermodal holders) via crane.
- 4.2.** The client/principal ensures that the loading units correspond with the current state of technology. CCG is not responsible for the assessment of the loading units provided for intended purpose and any defects, and is not liable for such.
- 4.3.** The client/principal must assess the loading units before loading for their suitability for the intended purpose and for any apparent defects, and must immediately inform CCG of any reclamations.

## **5. LOADING REGULATIONS**

- 5.1.** The loading and unloading of the loading units provided by the client/principal onto/from trailers, including handling in combined transport, is the responsibility of the client/principal, unless otherwise agreed. The terms of the UIC loading guidelines must be adhered to.
- 5.2.** The loading and unloading of the loading units themselves are performed by the client/principal in accordance with the terms of the UIC loading guidelines.

## **6. PROVISION AND ACCEPTANCE DEADLINE**

- 6.1.** The client/principal must provide via crane the loaded loading units as goods to be transported in a timely fashion before the planned departure. The precise provision deadline is subject to separate agreement.
- 6.2.** The client/principal must immediately accept the transported goods during the unloading of the trailers.
- 6.3.** The client/principal must accept responsibility to CCG for all disadvantages and damages stemming from the delayed provision or acceptance of the goods to be transported, and must indemnify and hold CCG harmless to third-party claims.

## **7. HAZARDOUS GOODS**

- 7.1.** The client/principal must adhere to the pertinent hazardous goods regulations.
- 7.2.** Hazardous goods are only accepted/shipped if the acceptance of care and security obligations up until pick-up - or from provision onward - has been agreed with the client/principal.
- 7.3.** The client/principal relieves CCG of all obligations to third parties that have arisen during transportation, storage, or other handling, as well as those which can be attributed to the nature of the good(s) and non-adherence to the client's/principal's duty of care obligations.

## **8. SUBSEQUENT DISPOSITIONS AND INSTRUCTIONS**

- 8.1.** Client's/principal's dispositions and instructions for transportation and delivery obstacles must be promptly composed and submitted in written form (post, fax, e-mail) in accordance with GLV/CIM. Subsequent additional expenses are borne by the client/principal.
- 8.2.** In the event of a change to the transportation contract resulting in transportation that should end outside of a specified customs area (e.g. European Union), will end inside this customs area or vice versa, this change may only be executed with prior consent from the customs office of departure.
- 8.3.** The client/principal must be responsible to CCG for all disadvantages and damages stemming from subsequent dispositions and instructions, and must indemnify and hold CCG harmless to third-party claims.

## **9. LIABILITY**

- 9.1.** The legal regulations (provisions concerning the international rail transport of goods - CIM) apply to national and international rail transportation of goods, unless otherwise permissibly agreed. Apart from that, the liability of CCG is based on AÖSp.

- 9.2.** Timetables reported to the client/principal do not constitute delivery periods as defined by Art. 16, Section 1 CIM. Delivery periods or fixed deadlines are not accepted by CCG.
- 9.3.** The client/principal is liable for their own errors and omissions, as well as those of their agents, in particular for all consequences of defective packaging and defective loading, for consequences of incorrect, imprecise, or missing information in the order to CCG, as well as those generally stemming from improper fulfilment or disregard of customs or other administrative regulations, and must indemnify and hold CCG harmless to third-party claims.
- 9.4.** If compensation claims are not justified by intent (deliberate action) or intentional recklessness (gross negligence) as defined by Art. 36 CIM, or if CCG is not liable due to compulsory legal regulations, then compensation claims of any sort against CCG, its employees, and its agents extending beyond the claims regulated in CIM are ruled out.
- 9.5.** Subcontractors are obligated to obtain valid liability insurance that in particular also covers damages resulting from gross negligence by the subcontractor or any subcontractors commissioned by said subcontractor, and to verify such to CCG via submission of a corresponding insurance certificate.

## **10. REMUNERATION AND INVOICING**

- 10.1.** Remuneration must be transferred, free of expense and deductions, within 14 days of invoicing.
- 10.2.** The client/principal is not authorised to offset any counter-claims, regardless of the title from which they stem, against any CCG claims whatsoever. An offset or retention against CCG claims is solely permissible in the event of a separate, written agreement, and then only with explicitly recognised, owed - or determined by judicial decree - counter-claims of the client against which there are no objections.

## **11. DATA PROTECTION**

- 11.1.** Personal information of the client/principal is used by CCG to fulfil this contract and if appropriate, will also be forwarded to subcontractors for this purpose.
- 11.2.** The client/principal further grants their consent for their reported information to be used by CCG for marketing purposes.
- 11.3.** The client/principal may, in writing, revoke their consent for the use of their information for marketing purposes at any time.

## **12. CONFIDENTIALITY**

If information is declared confidential by a party during negotiation or fulfilment of the assignment, the respective other party is obligated not to disclose said information and not to use it for purposes other than those for which it was provided, regardless of whether a contract is signed as a result or not.

### **13. FOREIGN ECONOMIC RESTRICTIONS**

The client/principal is obligated to adhere to all foreign economic regulations of the countries involved and the European Union. The client/principal must give CCG timely written notice of all commands, prohibitions, and restrictions with regard to the goods to be shipped. The client/principal indemnifies and holds CCG harmless to damages resulting from a violation against foreign economic regulations.

### **14. COLLATERAL AGREEMENTS**

Collateral agreements and changes or amendments to the contractual relationship require written form (post, fax, e-mail) in order to be valid.

### **15. SEVERABILITY CLAUSE**

- 15.1.** Should individual terms of the contract, including these General Terms and Conditions, be invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, the validity of the remainder of the contract remains unaffected.
- 15.2.** In place of the invalid or unenforceable term, a term the effects of which most closely resembles the economic objective that the contracting parties pursued with the invalid or unenforceable term, shall come into effect. The terms listed herein apply accordingly in the event that individual terms are carelessly unregulated.

### **16. JURISDICTION, APPLICABLE LAW**

Austrian law, to the exclusion of the conflict of laws rules of international private law as well as the UN sales law applies. The court in Graz responsible for commercial jurisdiction is the jurisdiction for all disputes arising out of this contract or the violation, termination, or invalidation thereof.