

GTC

2025 EDITION



GENERAL TERMS AND CONDITIONS OF BUSINESS OF RALPIN AG

VALID FROM 1.1.2025

1. General

These General Terms and Conditions of Business («GTCs») of RALpin AG govern the relations between RALpin AG («RALpin») and their customers («Customer») for the transport of loaded or empty trucks and their drivers on the Rolling Highway.

They apply for each individual transport order placed, regardless whether it is part of an existing framework agreement between the parties or whether it is merely a transport order placed separately.

In addition to these General Terms and Conditions of Business the Conditions of Carriage and the safety information sheet, each available at www.ralpin.com, are principally also components of the transport contract between the Customer and RALpin.

2. Definitions

2.1 Trucks are the individual vehicles, semi-trailer trucks, or articulated trucks.

2.2 Goods refers to a truck's respective load.

2.3 Load unit is the entirety of the truck together with the goods. The specifications in the Conditions of Carriage regarding the dimensions and weights of load units must be strictly observed.

2.4 Wagon is the low-floor freight wagon which carries the load unit on the railway.

2.5 Ticket (shipping order) is the confirmation of the Customer's driver on the relevant form, with which the conditions of transport according to these GTCs are expressly confirmed before handover.

2.6 Driver is the person driving the truck and possibly another person also licensed to drive the truck.

2.7 Handover of the load unit means that the driver has driven the truck onto the wagon at the designated position and secured it by placing chocks under the wheels.

2.8 Delivery of the load unit means that the wagon has arrived with the load unit at the unloading platform in the arrival station and the driver removes the safety chocks from under the vehicle's wheels.

3. Contractual obligations

3.1 RALpin undertakes to transport the load unit and the driver using a recognized rail carrier in the framework of intermodal transport by rail on the route between Novara, Italy and Freiburg i.B., Germany or vice versa, depending on the order. The Customer will be notified without delay if any significant irregularities occur during transport.

3.2 The Customer must ensure that drivers comply with the respective transport and safety regulations.

3.3 RALpin transports only the drivers listed on the ticket. Any persons and/or animals accompanying the driver will not be transported.

3.4 On the day of shipping, the load unit may arrive at the agreed terminal neither earlier than 90 minutes before the acceptance deadline nor after the acceptance deadline. The load unit must then undergo the technical inspection by the rail carrier and be checked in.

3.5 The Customer is responsible for loading and unloading the load unit both onto the wagon and off the wagon, and likewise for securing the load units on the wagon with chocks.

3.6 The Customer must ensure that the goods are properly loaded, stowed away, and secured.

3.7 It is also the Customer's responsibility to ensure that all necessary documents accompanying the load units that are required by the authorities for controls are correct and complete and are handed over to RALpin or their representatives on site before departure.

3.8 Upon arrival at the destination station, the driver must immediately drive the load unit off the wagon and leave the terminal.

3.9 It is expressly pointed out that, with the exception of any technical inspection as per No. 7, neither RALpin nor the rail carrier are capable of inspecting trucks, goods and their loads, and so they accordingly reject any liability arising from this.

4. Booking and conclusion of the transport contract

4.1 The Customer submits a booking on RALpin's online booking platform. Only in exceptional cases should bookings be made by telephone or e-mail.

4.2 In every case a transport contract is concluded only when RALpin confirms the booking in question, which is typically done digitally on the booking platform or via e-mail. A booking is principally only confirmed on the basis of these GTCs.

4.3 Only the booking confirmation from RALpin is relevant to the definition of the content of the transport contract. Should RALpin have inadvertently made a mistake in this respect, an objection to this booking confirmation must immediately be filed by the Customer, as a rule within 4 (four) hours.

4.4 At the latest, a booking must be made by the acceptance deadline of the train.

4.5 Bookings are always subject to the available parking capacity on the trains. Bookings are made on a first-come, first-served basis; no Customer is entitled to exclusivity or priority booking.

5. Binding declarations of the Customer

With the signature of the respective ticket (shipping order) by the driver before departure the Customer gives the following distinct assurances:

— The information provided about the truck and the goods, and about dimensions and weights of the load units in particular, is correct and complete.

— Applicable regulations regarding loading and securing goods on road vehicles have been complied with.

— The load unit handed over is suitable for intermodal transport and the loaded goods satisfy the mandatory requirements which safe intermodal transport demand.

— All documents which accompany these load units and are required by the authorities are enclosed, correct and complete.

— The transport complies with the regulations of all states involved in the intermodal transport process, and relevant permits have been granted.

6. Hazardous goods

Should hazardous goods be transported, the special requirements of RALpin's Conditions of Carriage apply, and can be referred to there on page 3.

7. Technical requirements and safety

7.1 The technical requirements and the safety provisions apply as stated in the Conditions of Carriage and RALpin's safety information sheet. Aside from that, the instructions of personnel at the terminals and on route must be obeyed at all times. A failure to observe this requirement can lead to exclusion of the driver, refusal of transport or to liability for damages on the part of the Customer.

7.2 Bookings are only valid if technical requirements and safety provisions are complied with. Such a confirmation always only refers to the information provided by the Customer in their booking. Should it be discovered that this information was false or incomplete, RALpin as well as the rail carrier are entitled to refuse transport.

7.3 The rail carrier is entitled to perform a technical inspection of the load unit before loading. Should load units not be certified for transport due to a failure to comply with the Conditions of Carriage or the safety provisions, the rail carrier is entitled to refuse transport. For this, RALpin accepts no liability. Such inspections are performed solely in the interests of the rail carrier, and the Customer is not entitled to such, and is thus entitled to no claims arising from a possibly deficient inspection. The inspection can necessarily only be directed to visible damage on the load unit.

7.4 Should the driver fail to remove or install relevant antennae, mirrors or other external equipment, or fails to do so promptly upon request, the rail carrier is entitled to perform these adjustments independently or to refuse transport. By signing the ticket (shipping order), the driver confirms in particular they have read and understood the safety information sheet.

8. Timetables and departure times

Timetables and departure times can change at short notice. The Customer is required to check the latest updates of train departure times shortly before booking. Should departure times change or trains be cancelled after booking, RALpin will notify Customers about it within a reasonable period of time. In such cases the Customer can cancel their booking free of charge. Any further claims for damages are ruled out.

9. Fares and terms of payment

9.1 Fares, taxes and discounts as well as relevant deadlines are based on RALpin tariffs applicable and published at the time the transport contract is concluded. They are subject to change at any time.

9.2 If there are no contractually agreed payment deadlines, transport must be paid in advance by credit card before transport commences. RALpin is entitled to have an amount of 900 euros each reserved on the credit card until definite debiting occurs following arrival of the transport. It is not possible to pay for the transport in cash or at the terminal.

9.3 RALpin reserves the right to charge the credit card originally used for the booking for any possible additional fees and price adjustments due to changes they make on behalf of the customer.

9.4 Should it not be possible to subsequently charge the credit card successfully, the Customer undertakes to pay the amount owed to RALpin by bank transfer within 30 days following completion of the transport.

9.5 The Customer is not entitled to assert any rights of retention or any offsetting on the basis of alleged counterclaims, if these claims have not been expressly recognised by RALpin.

10. Documentation, customs

10.1 At the departure terminal the Customer must hand over to the RALpin representative all the documents required for transport. This is particularly applicable for transport of hazardous goods, waste materials and similar.

10.2 Customs documents are not required on the Freiburg/Novara route, because Switzerland is only traversed by rail. Any necessary customs filing, particularly for goods subject to excise tax, are solely the responsibility of the Customer. Such goods must be declared upon request (particularly through indication of the ARC).

10.3 Drivers must register in person at the departure terminal and be able to identify themselves with ID card or passport at any time.

11. Liability of the Customer

11.1 Within the scope of the assurances given above, the Customer is liable for all damages arising from incorrect or missing information or documents, as well as for failure to comply with the technical specifications, the safety provisions and the instructions from railway and terminal personnel.

11.2 Moreover, the Customer is liable for all damage to installations of the terminal or the wagon and the accompanying wagon for drivers resulting from general negligence. Such damages also include any legal costs which may arise.

11.3 RALpin is entitled to demand proof the Customer holds relevant liability insurance. RALpin is otherwise entitled to refuse or cancel transport contracts.

11.4 The Customer is always liable for the actions of the driver(s) involved in the transport under the booking the Customer made, irrespective of the legal relationship between the Customer and the driver.

12. Liability of RALpin

12.1 RALpin's liability for the transport of the driver and their carry-on luggage is governed conclusively by the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV, COTIF 1999).

12.2 Liability for the load unit is governed principally by the provisions of CIM with the following special particulars:

— The load unit is transported on open low-floor freight wagons. Due to the organisation of traffic in the railway network, stops and slow stretches cannot be avoided. The Customer is responsible for ensuring that the load unit is sufficiently protected against access by third parties.

— The period of liability begins with handover of the load unit and ends with delivery of the load unit.

— If Customer negligence or a defect attributable to a load unit contributed to a loss, damage or a delay, the amount of damages due shall be reduced accordingly to reflect the extent to which such circumstances contributed to the damages.

— Should transport documents handed over during transport be lost or any other contractual obligations be culpably breached, RALpin shall only be liable to the Customer for damages in the precisely definable amount of direct material loss/damage of the Customer; this does not apply to lost or damaged goods. The amount of damages is limited to four times the cost of the transport of the affected load units. In case of loss of documents, RALpin shall only be liable for damages for culpable loss of such documents as are required for inspections stipulated by authorities, and which were correspondingly handed over to RALpin before transport.

— In cases of truck damage, compensation shall be limited to the cost of repair. Further damages shall not to be reimbursed.

— The limitations of liability set out under CIM rules shall also apply to non-contractual claims against RALpin.

12.3 RALpin is not liable for damages/claims which:

— can result from the rejection of the load unit due to technical inspections carried out in accordance with Point 7

— have arisen from circumstances which RALpin could not prevent (e.g. delays caused by infrastructure, etc.)

13. Compensation criteria, settlement of claims

- 13.1 Compensation shall only be payable if the damage is reported within the deadlines and according to the stipulations given below and the corresponding claim has been asserted. Any claims against RALpin shall otherwise lapse.
- 13.2 The damage report – which must identify the damage with sufficient precision and if necessary, be accompanied by photos – is to be filed with the local representative of RALpin at the reception terminal or at the competent representative of the rail carrier at the time of arrival. The claim itself can only be asserted against RALpin.
- 13.3 In case of loss or damage that is visible externally, particularly on customs seals or other seals of the load unit, the Customer must report these immediately upon arrival, when the load unit is handed over to the Customer.
- 13.4 In case of loss or damage that is not immediately visible externally, a damage claim must be asserted within three days of delivery and an immediate inspection of the damage must be arranged. The Customer is responsible for ensuring that all the relevant and necessary proof for losses or damage is obtained.
- 13.5 In cases of claims for delays, loss of documents or other breaches of contract unrelated to losses or damage, the claim must be asserted within three work days of delivery.
- 13.6 Compensation claims must be asserted by the Customer in writing, generally by registered letter. Supporting evidence documenting the damage must be included. This claim must be received by RALpin within eight months of delivery.

14. Data protection and video surveillance

- 14.1 RALpin records specific data from drivers in the course of performing the transport contract. The data is recorded during check-in by the drivers themselves, by a terminal employee, or by a representative of RALpin. The data is used exclusively by employees of RALpin for reasons of operational necessity, or respectively to allocate drivers to vehicles for the customs officials and the carrier, and also to record drivers who are barred from travelling with RALpin due to a violation of rules. Upon request, all data can be viewed at RALpin.
- 14.2 RALpin reserves the right to monitor the terminals and the accompanying wagon for purposes of deterring vandalism and documenting evidence in cases of damage. For the information of people affected by the surveillance, RALpin posts clearly visible signs in the area where cameras are located. The data recorded by a camera is deleted within 72 hours, provided no significant events transpire within this time period.
- 14.3 By confirming to have acknowledged the safety information sheet or with the relevant confirmation in the online booking, the driver declares their consent to this recording of data and the video surveillance.

The current data protection declaration can be viewed or downloaded at www.ralpin.com.

15. Concluding provisions

- 15.1 All claims arising from the transport contract shall expire within one year of the time the contract was concluded, except as may be required under applicable domestic law or applicable international conventions.
- 15.2 The ordinary courts at the location of RALpin's registered office have sole jurisdiction for all disputes between the Customer and RALpin arising from the shipping of the load units as well as from the transport of persons in the accompanying wagon. Legal action can also be brought against the Customer at the location of their registered office.
- 15.3 This agreement and any individual transport contracts are governed by Swiss law as well as international conventions (CIM, CIV).
- 15.4 In cases where damages have been caused by third parties, RALpin is entitled to satisfy Customer claims for damages by assigning RALpin's own claims against the third party in question to the Customer. The liability of RALpin takes effect only secondarily, if enforcement against the third party is unsuccessful.
- 15.5 Should any paragraph, section or even a sentence of these GTCs be or become invalid or void, all remaining provisions shall remain in effect.
- 15.6 If translations in English or Italian are available, the German version shall be authoritative if there are differences in the languages.
- 15.7 Should RALpin waive certain rights in an individual case, whether in or out of court, it shall in no way prejudice other, similar cases.