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# PPo-TIP-04


## GENERAL TERMS AND CONDITIONS

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## 1. Application area

These terms apply to all service agreements provided by TIP Žilina within the frame of its activity.

Agreements deviating from these terms require a written form. Terms and conditions of a client that are in conflict shall not be accepted.

In addition to these terms the client must comply with the provisions valid within the frame of national legislation, in particular customs regulations.

## 2. Services of TIP Žilina

TIP Žilina provides the following services:


1. loading of Intermodal loading units (ILU) within the frame of combined transport; between modes of transport and between means of transport and storage areas;
2. temporary storage of ILU conditioned by transport laid and empty;
3. records of receipt, issue and storage of ILU, including control of their integrity, transport documents and overall responsibility for the ILU during their presence at the terminal;
4. aftercooling of refrigeration, freezing and preheating of isothermal ILU.

TIP Žilina may also provide additional services based on its decision or on the basis of a special agreement with the customer:

5. revisions, repairs of ILU, wagon repairs,
6. ILU cleaning,
7. customs services,
8. food and veterinary protection services,
9. banking services,
10. lease of office and operating premises to intermodal transport operators, carriers who work for transports passing through TIP ZA, or to other entities that provide other services at TIP ZA,
11. and other services related to basic or ancillary services.

Intermodal loading units (ILU) are in particular:

- ⇒ marine containers complying with ISO standards
- ⇒ swap bodies
- ⇒ cranable semi-trailers
- ⇒ bimodal semi-trailers
- ⇒ or another road vehicle suitable for intermodal transport

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### 3. Conditions for executing orders

For proper execution of orders via the company TIP Žilina, the client shall be required to send an order with all the necessary data in written form either by electronic means, by fax, or by e-mail. In the case of incomplete order data, the order cannot be executed and a valid order will not be concluded.

The order must be sent in due time, to allow it to be executed during the operating hours of TIP Žilina.

When submitting a timely order with all the necessary data, the order between the client and TIP Žilina will be validly concluded on the basis of these General Business Terms and Conditions.

Violation of the order execution conditions (e.g. failure to deliver or remove a train according to the allocated train time slot) results in activities beyond the agreed performance under the order for which additional costs will be charged.

### 4. Execution and modification of orders

Execution of an order can be implemented when the conditions of execution laid down by TIP Žilina (in particular the adherence to allocated slots for partial as well as block trains, etc.) are respected by the carrier / client. If the client / carrier fails to position the train according the allocated slot confirmed by the terminal properly and in time, this slot will expire without refund, and then it will be necessary to request a replacement slot. If the carrier / client fails to comply with these conditions, TIP Žilina shall adopt measures that in its opinion appear to be the best for the client. The costs of such measures will be borne by the client.

Modification of an order is generally allowed by 12:00 of the business day preceding the planned provision of the service. It must be done in writing and it must also be confirmed by TIP Žilina, otherwise the agreement to modify the order shall be deemed invalid.


Shipments containing dangerous substances belonging to the following dangerous goods classes / categories are excluded from the execution:

- ⇒ Class 1: Explosive substances and articles
- ⇒ Class 6.2: Infectious substances
- ⇒ Class 7: Radioactive materials
- ⇒ dangerous substances with classification code D, DT, SR1, SR2, PM1, PM2, P2

### 5. Obligations of the client

Client must provide to TIP Žilina all the data and accompanying documents required for transloading and storage, in written or standard electronic format, in due time before the start of the delivery. The client shall take care to equip every ILU with the ILU or BIC code, otherwise TIP Žilina may refuse to execute the order. Furthermore, the client must take care that the load in the ILU is safely loaded in terms of transport and operation (properly spread weight, properly fastened, ...).

If the ILU, due to its special properties, requires special treatment during transloading or storage, the client must inform TIP Žilina of this with provision of specific details, in due time before the commencement of the delivery. If special handling by TIP Žilina is not possible, the client must adopt or instigate measures necessary for safe handling and must assume the corresponding costs.

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Prior to the delivery of the ILUs, which may, due to their specific properties, present risks during transloading, during provision of further transport or storage, TIP Žilina must be notified in writing of the exact type of risk and, if necessary, the measures taken, in due time before the commencement of delivery. If the handling of hazardous cargo is subject to extraordinary statutory or official provisions, the client shall be required to ensure compliance with these provisions. In the case of hazardous cargo subject to special statutory or official provisions, only TIP Žilina may carry out the transloading, such cargo may not be stored. If storage is expressly required, it shall be carried out at the cost and responsibility of the client. In this case, TIP Žilina shall not accept any costs and liability for storage in the nearest terminal for hazardous cargo.

If TIP Žilina discovers obvious technical or any other deficiencies of ILU during delivery that make proper and safe handling or transport impossible, it may refuse to take it over and further transport it. If the deficiencies manifest after the cargo is taken over, TIP Žilina will request, if possible, instructions from the client. If it fails to get them, TIP Žilina shall take measures that in its opinion appear to be the best the client. The costs of such measures will be borne by the client.

## 6. Transloading

Transloading of ILU from a rail vehicle to a road vehicle or from a road vehicle to a rail vehicle is generally accomplished by a crane or mobile lifting devices.

The transloading begins as soon as the loading equipment of the transloading device is inclined when delivered to the ILU. The transloading ends when the loading equipment of the transloading device is released from the ILU during dispatch, it raises and separates from the ILU.


When loading the ILU, the client (or its authorized person) undertakes to release the barriers between the road vehicle and the ILU and ensure that the ILU can be removed without risk. When picking up the ILU, the client (or its authorized person) undertakes to put the pegs on the road vehicle in the correct position for receiving the ILU.

The transloading shall be carried out by TIP Žilina employees using their equipment. TIP Žilina shall be entitled to carry out the transloading through a third party or using external equipment. The client and the authorized person undertake, if necessary, to monitor the transloading and participate in it.

## 7. Interim storage depending on transport

ILUs are stored according to their unloading from the rail vehicle or road vehicle in the operating area of TIP Žilina, if operationally possible and necessary. The storage is done outdoors. The client must ensure and assume the risk that the ILU can be left outdoors without any damage.

Transport of ADR / RID shipments is possible only in transit, storage of such shipments at TIP Žilina terminals is prohibited. In import, an ADR / RID shipment must be dispatched on the day of receipt to the terminal, only in the event of receipt of such shipment after 12:00 of that day it may be picked up from the terminal the following day but no later than by 10:00 AM. In export, an ADR / RID shipment may be received at the terminal only on the date of departure of the train from the terminal.

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## 8. Inspection of ILU

ILUs are inspected at takeover only for their transport capability, by simple visual inspection at available spots inspected for recognizable serious deficiencies (called "check"). Serious deficiencies are those that manifestly affect the ability of the ILU to be transported and to function. If ILUs are taken over by TIP Žilina without complaints, they are able to be transported and there are no visible serious deficiencies at available spots at the moment of takeover.

Any subsequent inspection of the ILU upon takeover (so-called "detailed inspection" and seal inspection) requires a special written agreement between the client and TIP Žilina.

Complaint claims must have written form and after receipt they must be sent in writing to TIP Žilina. The claimed deficiencies must be documented by the client or by the authorized third person through appropriate measures.

If ILUs are not ready for transport, TIP Žilina may refuse their takeover.

## 9. Customs

The client shall be responsible for compliance with customs and other administrative regulations.

## 10. Customs inspection

Confiscation or other measures of public law shall not affect the rights of TIP Žilina towards the client. The client shall remain the contractual partner of TIP Žilina and shall guarantee for the additional costs that he did not incur. The client is responsible for all consequences arising from such events. Any potential claims of TIP Žilina towards the State or any other third party shall not be affected thereby.

## 11. Reporting


If the client regularly receives reports from TIP Žilina, it shall be entitled to raise objections to the content of a report within 7 days of receipt of the report. The client's objections shall no longer be accepted after 7 days since the report was sent.

## 12. Basis for prices

TIP Žilina reserves the right to change prices accordingly if, after the conclusion of the contract, increased costs have arisen, in particular on the basis of tariff agreements, changes in prices of materials, insurance premiums and transshipment rates. TIP Žilina shall document them for the client on request.

## 13. Liability of the client

The client shall be liable for the careful selection of the authorized forwarding agent / carrier, as well as for any damages arising from the fact that the authorized forwarding agent / carrier is not adequately insured, or does not observe the rules set out in these GTC.

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The client shall be liable to the company for all damages resulting from incorrect, inaccurate, or incomplete data included in the load list or in other forms, applications, or EDI messages.

If a specific date is agreed for the provision of a service and the client fails to accept the service within this date due to a reason on part of the client, the client shall be responsible for all costs / expenses incurred, in particular for the cost of provision of staff and operating facilities.

In other matters, the client shall be liable for any breach of obligation. The client is also responsible for the fault of its own clients, assistants in the execution and performance of obligations, or any other persons, who have access to the terminal under the contractual relationship with the client, or have or have had any other access to ILUs, which have been transloaded following an order of the client.

#### **14. Liability of TIP Žilina**

TIP Žilina shall not be liable for any damages / costs arising from improper cooling or non-cooling of refrigeration containers if they are justified by incorrect, incomplete and / or inconsistent temperature data, or by reporting the container to TIP Žilina without complying with these GCT.

TIP Žilina shall not be liable in any case for the damage or for the costs of any downtimes occurring at the terminal within the frame of the transloading activity. TIP Žilina shall be liable only within the frame of reasonably and subsidiary applied, valid General Freight Forwarder's Conditions of Association of Logistics and Freight Forwarding of the Slovak Republic. Any other resulting liabilities shall be in any case excluded.

Any other liability of TIP Žilina is excluded in any case, unless it is in these GCT stated otherwise.

#### **15. Liability towards third parties**


The client shall be obliged to exempt TIP Žilina from the liability resulting from the liability under Article 15 towards a third party with whom the client has concluded a contract for transportation, shipment or storage through a third party agreement.

#### **16. Liability for damage to the vehicles of the client or a third party**

In case of damage to vehicles or other property of the client or a third party that the client operates when taking over or picking up cargo units, TIP Žilina shall be liable only if the fault of its employees has been proven and the damage has been immediately reported to TIP Žilina. Liability is limited to property damage if the damage was caused intentionally or due to gross negligence.

The client and TIP Žilina assume that ILUs and means of transport generally show traces of use and other minor damage. Minor damage is damage that does not have an obvious effect on the transport capability and the functionality of the container / vehicle. In order to ensure the implementation of the ILU transloading with regard to the interest of both parties, such minor damage will not be recorded as part of the inspection and will not be included in the inspection protocol. A fact that a minor damage was not mentioned in the inspection protocol



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created during the takeover by TIP Žilina does not therefore mean that the damage occurred after the takeover by TIP Žilina.

The above paragraph does not apply if the client has agreed on a “detailed inspection” with TIP Žilina.

#### **17. Force majeure**

Damages / costs and / or delays resulting from force majeure do not give rise to claims for damages / costs against TIP Žilina. Force majeure shall be considered particularly, but not exclusively, to be fire, explosion, storm (more than 60 km / h), flooding, lightning, strike, as well as theft caused by a third party (unless TIP Žilina adopts reasonable measures to prevent theft). For the period of time in which the force majeure or its effect persists, TIP Žilina shall be exempt from its obligations to provide performances.

#### **18. Statute of limitations**

All claims against TIP Žilina, except claims due to intentional damage and intentional injury, shall be barred in one year. The limitation period begins on the date on which the ILU was handed over by TIP Žilina to the client or to a third person authorized by the client. If the ILUs have not been taken over, the limitation period shall begin by the expiry of the day on which the ILUs should have been handed over.

#### **19. Pledge and lien, set-off**

TIP Žilina has, based on all claims arising to it from its provision of services to the client, the right of pledge and lien on the ILU in its possession, if they are in the possession of the client or have been handed over by TIP Žilina with the consent of the client, as well as on the accompanying documents.


The claims of TIP Žilina may not be set off or withheld, unless the counterclaim is due and undisputable or legally determined.

#### **20. Invoices**

Unless otherwise agreed in advance, the invoices are due within 14 days of the invoice date. Delay in payment shall arise without the need to send a notice or to meet other conditions, at the latest after five days after the due date, unless it has already arisen under the law. In the event of delay, TIP Žilina may calculate expenses and interest in the amount of 1.5% per month. Other legal claims shall remain unaffected.

#### **21. Place of performance**

The place of performance is the terminal of TIP Žilina, address: Terminal of Intermodal Transport, SK – 013 01 Teplička nad Váhom, in which the ILU was delivered or picked up.

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## 22. Partial ineffectiveness

Should any of the provisions of these General Terms and Conditions become completely or partially ineffective, it shall not affect the effectiveness of the other parts of the Terms.

## 23. Applicable law

The contractual relationship between TIP Žilina and the customer is governed by the contract, these GCT and, in the alternative, the General Forwarding Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic as amended at the time of concluding the contract as well as the relevant provisions of the Slovak Commercial Code.

## 24. Managing changes in documentation

These General Terms and Conditions shall enter into effect on 15.03.2021.

Chapter number	Sub-chapter articles /	Type / name of change	Issue (version)	Change number	Date
4		Excluded consignments from transport	A1	1	23.02.2021