

Railtransport General Terms and Conditions of voestalpine Railpro BV

Rail transport General Terms and Conditions of voestalpine Railpro BV (hereafter: 'Railpro') having its registered office and principal place of business at Nieuwe Crailoseweg 8 in Hilversum, The Netherlands.

Date of last modification of the Railtransport General Terms and Conditions: 12 June 2009

ARTICLE 1 - DEFINITIONS

ARV: the latest version of the Decree of December 20, 1966, Bulletin of Acts and Decrees 556, establishing General Regulations for Transport on the Railways (General Transport Regulations);

CIM: the Uniform Rules concerning the agreement for the international carriage of goods by rail, Annex B to the Convention concerning International Carriage by Rail of May 9, 1980, Treaty Services, 1980, 160 (COTIF);

Consignee: the person indicated as such in the consignment note;

Equipment: (parts of) railway vehicles with or without their own means of propulsion and its related equipment;

Transport agreement: the agreement concluded between voestalpine Railpro and the Counterparty, concerning the rail transport and its subsequent call-off orders;

Parties: the parties to the Transport Agreement;

Railpro: voestalpine Railpro BV, hereafter referred to as 'Railpro';

Traction: the deployment of (suitable) approved locomotives and licensed train drivers, including all accreditations and associated documents required for the transport status of the Dutch railway infrastructure;

Tariff: the amount charged by Railpro to the Counterparty for a call-off order to provide Traction;

Counterparty: any (legal) person who has entered into, or wishes to enter into, an agreement with Railpro, as well as their representative(s), authorized representative(s), and legal successors under a universal title;

Goods: all goods to be transported for which Railpro provides Traction to the other party.

ARTICLE 2 – APPLICATION

These general terms and conditions apply to Railpro's transport agreements and to the on-demand orders arising therefrom, as well as to the legal acts and actual acts performed for or in connection with this, insofar as Railpro and the Counterparty have not explicitly deviated from this in writing.

With respect to national transport by rail, these general terms and conditions constitute the general terms and conditions, as referred to in article 59 (2) ARV and, insofar as it concerns international transport by rail, the special terms and conditions applicable to that transport as referred to in article 6 (2) CIM.

ARTICLE 3 – CALL-OFF ORDERS

Call-off orders or changes or additions to them, shall only bind Parties after the call-off order has been signed by Railpro and returned to the other party or when Railpro has commenced the actual execution thereof. The day on which a call-off order is signed by Railpro or the day on which Railpro commences the actual execution of the work, shall count as the date on which the call-off order is entered into. Railpro will not be bound by oral promises by and agreements with its auxiliary persons until Railpro has confirmed them in writing.

When placing a call-off order, the Counterparty must provide the following information:

name and address of the Counterparty;

date of departure and the location where the Goods are to be made available;

description of the Goods to be transported, their weight, and, in the case of Goods of considerable dimensions, their length, width, and height;

the place of destination;

the number of railway vehicles, the weight to be loaded per railway vehicle, the type (open or closed) of railway vehicles, and, if possible, the type of Equipment;

the contract number, if applicable;

the name of the contact person authorized to act on behalf of the Counterparty.

Railpro is entitled to use the services of auxiliary persons in the execution of the call-off order.

Railpro is under no obligation to take out insurance in connection with the call-off order. However, if Railpro is required to provide such insurance, Railpro is free to choose the insurer(s) to cover the risk. In that case, the Counterparty must indicate clearly and completely which risks must be covered. Any risk not covered or not fully covered as a result of the provision of incomplete and/or incorrect information is for the Counterparty.

Any subsequent additional agreements or changes will be binding only if they have been agreed upon in writing by both Parties. All costs, including any loss of profit, resulting from an addition to or change of the Transport Agreement requested by the Counterparty, shall in that case be reimbursed by the Counterparty.

If the Counterparty cancels an agreed call-off order, the Counterparty shall be liable for all costs arising therefrom, however named, and shall also reimburse Railpro for its lost revenue.

ARTICLE 4 - CONSIGNMENT NOTE

Where applicable, the Counterparty shall be responsible for preparing the consignment notes and for handling any aspects relating to them.

ARTICLE 5 – PROVIDING GOODS FOR TRANSPORT

The Counterparty must take the Goods ready for dispatch to a location designated by Railpro. Railpro may require the Counterparty to make personnel available for that purpose. "Ready for dispatch" means in any case (but not exclusively) that railway vehicles are

secured in place, are not shifted into gear, and that any loose parts of the railway vehicle are secured and ready for transport.

The Counterparty is obliged to provide Railpro with the correct instructions for the safe and damage-free transport of the Goods. The Counterparty is liable for all consequences of incomplete and/or incorrect instructions. It is obliged to compensate Railpro for all damages that Railpro may suffer in that respect.

In the event that, at the request of the Counterparty, Goods are transported over railway connections that fall outside the railway infrastructure, managed by the railway infrastructure manager, such as railway connections on company premises, private branch lines, and tracks under construction, the Counterparty is obliged to ensure the safe and unhindered use of the relevant railway connections. The Counterparty shall be liable for all direct and indirect damages resulting from unsafe and/or hindered use of these railway connections.

The Counterparty indemnifies Railpro against any claims from third parties for compensation or repair of damages resulting from defects in or to the Goods provided by the Counterparty.

ARTICLE 6 - WEIGHING, COUNTING, AND MEASUREMENT

Railpro is not obliged to determine the number of pieces or the dimensions of a consignment.

The request for weighing the empty and the loaded railway vehicle at departure must be made at the same time as placing the call-off order. The other requests for weighing must be included in the information provided by the Counterparty for the preparation of the consignment note. Railpro will charge the costs for the weighing of the empty or loaded railway vehicle.

The information on the consignment note concerning the dimensions, weight or number of items cannot serve as evidence against Railpro, unless Railpro has checked the dimensions, weight or number of items, and has indicated this in the note.

ARTICLE 7 - CUSTOMS OR OTHER LEGAL FORMALITIES

The Counterparty is responsible for the completion of all formalities stipulated by customs and/or other statutory regulations that are required for the transport of Goods by Railpro within the framework of the call-off order. The costs, thereof, shall be borne by the Counterparty.

The Counterparty shall be fully liable for all direct and indirect damages that may arise as a result of the failure to complete the required formalities or the incomplete or incorrect completion thereof.

The Counterparty fully indemnifies Railpro against all claims from third parties for compensation of damages arising as a result of the absence, incompleteness or inaccuracy of the required documents, if the transport has to be delayed or if an official report has been drawn up as a result thereof.

Consignments subject to customs shall be deemed to have been rejected if the Consignee has not presented him- or herself within 48 hours (not including Saturdays, Sundays, and public holidays) of the consignment being made available to him or her or of receipt of the notification of arrival.

ARTICLE 8 - DELIVERY

Railpro will inform the Counterparty or its contact person as referred to in Article 3 (2) (g) as soon as possible in writing or by telephone of the arrival of the Goods at their place of destination.

Immediately upon arrival of the Goods at the destination, Railpro will make the Goods and the associated documentation available to the Consignee. Delivery will be deemed to take place when the Consignee or a third party on behalf of the Consignee takes possession of the Goods.

If, as a result of neglect on the part of the Consignee or the Counterparty, delivery does not take place within two calendar days of notification by Railpro as referred to in Article 12 (1), Railpro shall be entitled to charge the Counterparty for all resulting costs and damages. In that case, Railpro shall also be entitled to store the Goods at the expense and risk of the Counterparty.

ARTICLE 9 - IMPEDIMENTS TO TRANSPORT

The Counterparty is obliged to immediately provide Railpro with feasible instructions, if there are or will be impediments to transport of any nature whatsoever. The cost and damages arising as a consequence of the absence of such instructions or as a consequence of seizure or a measure imposed by customs or other government authorities, as a result of which the transport of the Goods is not possible, will be charged to the Counterparty.

ARTICLE 10 - INSURANCE, LIABILITY, AND RISK

The Counterparty shall take out adequate third-party liability insurance for the Goods, as well as insurance of the Goods against damages. The excess of the Goods shall, insofar as applicable, always be borne by the Counterparty.

Immediately after delivery of the Goods, the Counterparty is liable for all direct and indirect damages that may occur to or be caused by these Goods.

Where relevant, Railpro shall be entitled to unhindered access to the Goods.

In the event of total or partial loss of or damages to the Goods, or in the event of delayed delivery, Railpro shall, in the case of national rail transport, be liable for an amount of up to the Tariff applicable to the relevant call-off order and, in the case of international rail transport, in accordance with the provisions of the CIM.

Railpro's liability is explicitly limited to a maximum of the amount of the contract value. Railpro shall never be liable for any immaterial, indirect, and consequential damages in any form and however caused, including any loss of turnover or profit.

Railpro shall never be liable for any claims by third parties such as claims by a railway infrastructure manager due to the non-availability of railway infrastructure. The Counterparty shall fully indemnify Railpro against any third-party claims.

Railpro shall not be liable for any damages resulting from not taking on goods for transport as a result of circumstances that cannot be attributed to Railpro, including actions, strikes, acts of war, sabotage, and riots, both by third parties and by its own personnel.

The Counterparty shall be liable for all damages suffered by Railpro as a result of or in connection with Equipment provided to Railpro by the Counterparty or third parties for the purpose of the transport of Goods by Railpro for the Counterparty. The Counterparty shall indemnify Railpro against any third-party claims for compensation or the repair of damages as a result of defects in or to Equipment provided to Railpro by the Counterparty or third parties for the purpose of the transport of Goods by Railpro. Inspection of this Equipment by Railpro will only take place in accordance with the provisions of the Rail Traffic Decree.

The Counterparty shall, at all times, be obliged to compensate Railpro for any amounts to be claimed or additionally claimed by any authority such as import duties, VAT/turnover tax, administrative charges, and fees, as well as any related fines imposed, in connection with the rail transport and in connection with all customs activities and declarations occurring during or in relation to the rail transport.

If Goods are or have been presented for transport that are subject to the obligation to provide security during transport or any other customs procedure (such as storage under customs control), and Railpro cannot rely on exemption from the obligation to provide security, the Counterparty shall be obliged to comply with the obligation to provide security itself prior to and with reference to the relevant declaration. This obligation to provide security relates to declarations that take place under continuous security, as well as declarations for Goods subject to security which are subject to a ban on a continuous security.

ARTICLE 11 – LIMITATION PERIOD

For national transport, the limitation period shall be 1 year after the conclusion of the contract, as referred to in Article 3, paragraph 1, of these Terms and Conditions. For international transport, the limitation periods in Article 58 CIM shall apply.

ARTICLE 12 - APPLICABLE LAW

The Transport Agreement and its Terms and Conditions and all agreements to which these Terms and Conditions apply are subject to Dutch law.

ARTICLE 13 - FINAL PROVISIONS

These General Terms and Conditions shall replace any other general terms and conditions of the Counterparty, with regard to national or international transport by rail.