

VR Transpoint's rail logistics terms of delivery 2024

VR-Group Plc rail logistics's terms of delivery will be valid from 1 January 2024 and remain valid until further notice. These terms shall replace the terms of delivery validated 1 January 2023. Value added tax is not included in the prices.

1. The provisions and orders applicable to transports

Currently valid legislation (such as the Railway Transport Act or the Act on Transport of Dangerous Goods) including international agreements (such as the CIM Conditions of Carriage) as well as these terms of delivery shall be applied to rail logistics transports by VR Transpoint (hereinafter "VR").

In transports, regulations concerning international sanctions and the publications mentioned below shall also be observed as well as, on the basis of these terms of delivery, any separately issued instructions or regulations that are an essential part of the terms of delivery.

These terms of delivery shall also be applied to international rail transport departing from, arriving in or passing through Finland unless otherwise compellingly provisioned for in the transport agreements signed by Finland and other countries.

The customer is responsible for ensuring that the consignor and recipient of the shipment are aware of VR's terms of delivery and undertake to follow them, unless otherwise agreed in writing between the parties. Otherwise, the customer shall be liable for any consequences and costs related to the transport or other logistics service.

1.1 Definitions

AEO Authorised Economic Operator. A certificate valid within the area of the European Community as granted to Finnish Customs VR-Group Plc. By means of AEO requirements, the attempt is to prevent unauthorised access to goods, related information and official documents during all stages of the supply chain.

Customer A legal person, natural person or private entrepreneur to whom VR delivers the services referred to in these terms of delivery, on the basis of a contract between VR and the legal person, natural person or private entrepreneur concerned, or on the basis of a tender issued by VR.

Customer contract Any contract between VR and the customer on the provision of transport and/or logistics services specified in these terms of delivery.

CIM Uniform Rules concerning the Contract for International Carriage of Goods by Rail (an appendix to the COTIF agreement).

COTIF Convention concerning International Carriage by Rail (52/2006).

GOST wagon A wagon in accordance with the GOST/OSJD standards registered in the OSJD area. In this context, it only refers to rolling stock units intended for transporting timber or tanks.

Loading instructions General instructions concerning the loading of wagons in freight traffic which must be observed, unless otherwise stipulated, for the loading of a particular type of goods.

Consignment A batch of goods that has been entered into one waybill. A separate waybill shall be filled out for goods transported on special terms if it is required by regulations on international transports or by official regulations.

OSJD area The operating area of the Organization for Cooperation of Railways.

Waybill A waybill is a transport document that can be in paper or electronic format.

Retrieval of derailed wagons Code of conduct for the retrieval of a derailed freight wagon in use by VR. The code of conduct is available on VR's website at www.vrtranspoint.fi.

Dangerous goods The term 'dangerous goods' refers to the substances intended in the following provisions and regulations: The Act on Transport of Dangerous Goods (719/1994 with amendments), Government Decree (195/2002 with amendments), and Finnish Transport and Communications Agency Traficom's regulation on the transport of dangerous goods on the railways (Transport of dangerous goods by rail 2019) (TRAFICOM/82134/03.04.02.00/2019). The RID legal provisions concerning international Western rail transports of dangerous goods (Appendix to COTIF Agreement).

Day A continuous 24-hour period of time.

1.2 Other publications related to the terms of delivery

The goods codes entered in the CIM waybill correspond with the codes in accordance with the HS system (more information at www.tulli.fi).

The goods loading instructions include instructions for using wagons and loading goods.

The use of electronic services is subject to VR's General Terms and Conditions for Electronic Services.

The terms of delivery, loading instructions and VR's General Terms and Conditions for Electronic Services are available on VR's website at <https://www.vrtransport.fi/en/vr-transport/customer-guide/laws-regulation-and-terms-and-conditions/>.

2. Placing an order for transport

The customer must order the transport from VR in accordance with the terms of the customer contract. Orders for wagons must be placed with VR at the latest by 11:00 a.m. two (2) days prior to the delivery date of empty wagons that is specified in the customer contract. When placing an order, the customer should specify the loading and departure date as well as the arrival destination, quality of the goods, ADR information, quantity and any possible information relating to the shipment. VR may charge the customer additional costs for late wagon orders, in accordance with the supplementary service price list.

If a wagon cannot be supplied in accordance with the order, VR must notify the customer without undue delay. VR shall not be liable for compensation for any loss incurred by the customer as a result of the inability to supply the ordered wagon for the preferred loading time.

3. Transport documents

The railway bill for the delivery is an indication of the transport contract existing between the customer and VR. The railway bill shall be of a type approved by VR. As a general rule, the railway bill must be delivered to VR electronically. The railway bill shall be delivered to VR before initiating shunting work related to the transport and, in international transports, no later than three (3) hours prior to the planned border crossing.

The sender, customer or a party mandated by the customer must fill in a waybill according to the given instructions. These instructions are available on VR's website at www.vrtransport.fi. The sender (or customer in the latter scenario) is responsible for ensuring that the information they provide is correct. For international transports, transport documents must adhere to the regulations and guidelines specifically given for them (CIM Conditions of Carriage).

If the waybill does not indicate the gross weight of the goods or the weight is inexact and the weight cannot be reliably confirmed otherwise, the delivery weight shall be determined by VR. However, the above does not apply to dangerous goods, and VR does not transport any cargo classified as dangerous goods, if the customer has not notified VR of

its gross weight with a waybill. If VR weighs the shipment, the costs arising from the weighing, as well as any other additional costs arising from the incompletely filled out waybill, will be charged to the customer in full.

If charges for clearing, corrective measures or any other costs are incurred due to incorrect waybill information, they will be charged to the customer who has made the customer contract in accordance with VR's price list for supplementary services.

If electronic transfer of transport information and freight invoices has been agreed with the customer, paper documents shall not be required during transport, nor is any receipt required from the recipient with regard to the goods, unless thereby agreed with the customer.

4. Electronic services

VR's electronic services are available to all of its customers during the contractual relationship.

Use of the electronic services requires registration as well as a valid username and password.

Use of the services is subject to established legislation, VR's General Terms and Conditions for Electronic Services, the supplementary service price list as well as any agreements between VR and the customer.

5. Transport of dangerous goods

The customer shall be responsible for ensuring that the dangerous goods have been submitted for transport pursuant to the valid provisions and regulations pertaining to the transport of dangerous goods.

6. Loading and unloading

Shipments must be loaded in accordance with the loading instructions. The customer is responsible for correct loading. At the customer's written request, VR can specifically inspect and, with regard to domestic transport, verify at the departure station that the shipment has been loaded in accordance with the loading instructions. VR will charge the inspection and verification costs in accordance with the price list of supplementary services or the customer contract.

If it is necessary to use a protective wagon due to the loading instructions or the customer's instructions, VR will charge for it separately pursuant to the contract.

Before loading the goods into a wagon, the customer must inspect the wagon to ensure that it is fit for loading, including tidiness and integrity. If the wagon is not fit for transporting goods, VR's customer service must be notified without delay. If the shipment is loaded into a wagon which is clearly unfit for transport, VR shall not be liable for any damage that may be caused to the shipment during transport as a result thereof.

After unloading the shipment, the recipient must replace the fittings as well as clean and, if necessary, disinfect the wagon

within the unloading time limit. If VR has to clean the wagon or replace its fittings on the recipient's behalf, the customer will be charged a fee in accordance with VR's supplementary service price list based on the time it takes to perform the task.

The customer is liable for any damage to the wagon or other equipment in connection with the loading (including overloading) or unloading.

6.1 Demurrage for wagons owned by VR

Shipments must be loaded or unloaded within eight (8) hours of the wagons being delivered, or of the time the wagons could have been delivered by VR to the loading/unloading site or another agreed upon location, but were not due to reasons relating to the customer. The hours between 6:00 and 22:00 are counted as loading/unloading time. Saturdays, Sundays, national holidays, Independence Day, May Day, Christmas Eve and Midsummer Night's eve are not included in the loading/unloading time.

The demurrage for each starting 24-hour period exceeding the free-of-charge loading/unloading time is as follows:

Domestic wagons

- VR 2-axle wagons EUR 66.00/wagon/day
- VR 4-axle wagons EUR 79.00 /wagon/day

Night time, Saturdays, Sundays and national holidays are taken into account when calculating the downtime. If the loaded wagon stands for transport after handling for a customer-based reason or due to a reason linked to the customer must stand idle at the intermediate traffic site, demurrage shall be charged to the customer for the entire period concerned.

The demurrage specified in this section 6.1 shall always be applied, unless otherwise separately agreed in the customer contract between VR and the customer.

7. Transport

Goods are transported using transport chains in accordance with the wagon freight traffic schedule or as separately agreed upon with the customer. The general transport time limit entails the transport time pursuant to the transport chain plus a delivery time of 24 hours. International transports are subject to specific regulations.

The wagons and responsibility for them are deemed to have been handed over to the customer or to the consignor or recipient indicated by the customer when the wagons have been taken to the requested processing track. The customer is responsible for the wagons remaining stationary, possible leaks or possible fault/damage to the wagons or the freight contained therein, the environment or third parties from the moment the wagons have been handed over to the customer until VR has picked up the wagons from the processing track at the request of the customer or the shipper or recipient of the goods indicated by the customer. The wagons may not be handed over to third parties without VR's prior written permit.

7.1 Moving a wagon/shunting work

If a wagon set to be loaded or unloaded by the customer is moved to another loading/unloading site on the same railway or in the same shunting yard at the customer's request, the move is subject to the shunting work fee, as specified in the price list of supplementary services, unless the customer contract between VR and the customer specifies otherwise on the pricing applicable to shunting work.

The customer is also charged the shunting work fee, if the customer receives a number of wagons at a time which exceeds the capacity of the designated unloading site, resulting in additional shunting at the customer's request.

The availability of the shunting service must be ensured in connection with the order by the person placing the order.

7.2 Weighing wagons

The costs arising from a weighing performed by order of the customer or another party are charged to the ordering party, unless otherwise agreed.

7.3 GOST wagons and using them for transport within Finland

The amendment to the Rail Transport Act (476/2022) enabled the partial use of rolling stock meant for international traffic in accordance with the OSJD/GOST standard for transport within Finland. The amendment is temporary, and the exceptional regulation is valid until 31 December 2026. The amendment applies to rolling stock units registered in the OSJD area that are intended for transporting timber or tanks. The amendment has no effect on other rolling stock types.

The precondition for the use of GOST wagons is performing the officially required maintenance, successfully passing the inspection and proving the community status in accordance with the instructions provided by Finnish Customs. With regard to wagon maintenance, the required maintenance and maintenance history documents must be submitted. The customer is responsible for providing VR with the documents pertaining to the aforementioned matters. In addition, the regular maintenance of wagons must be arranged in line with the regulations issued by the Finnish Transport and Communications Agency (Traficom). The above-mentioned matters are a precondition for commencing traffic.

The transport routes covered by GOST wagons must be agreed upon in advance in writing in order to ascertain compliance with the safety requirements.

7.4 The derailment of rolling stock and damage caused by GOST wagons

If the rolling stock is derailed for reasons independent from VR, VR reserves the right to charge for the costs, disruption and other expenses resulting from the derailment in full.

The customer undertakes to compensate VR for any such damage to the railway infrastructure resulting from the use of GOST wagons not resulting from VR for which VR has had to pay compensation to a third party.

8. Suspension or cancellation of a transport

VR has the right to suspend or cancel a transport immediately and take the necessary measures in the event that VR becomes aware of obligations arising from international sanctions related to the transport. VR is not obliged to compensate the customer for any damage caused by a transport interrupted or cancelled as a result of international sanctions.

If the customer cancels the transport order, VR has the right to charge the customer for the costs incurred in preparing the cancelled transport in accordance with the customer contract. If the costs incurred in cancelling the transport have not been separately agreed on in the customer contract, VR has the right to charge a cancellation fee that equals 80% of the transport fee.

9. Amending the contract of carriage

The consignor must always issue a transport contract revision in writing and compensate VR for the costs and potential loss arising from compliance with the issued order.

If the consignor has ordered the shipment to be suspended or if the transport of goods has met an obstacle and the consignor has not within two (2) days issued an order regarding further measures with which VR is obligated to comply, VR has the right on behalf of the customer, at the customer's expense and subject to the customer's liability to unload and store the goods or commit them to the care of a third party.

International transports are subject to specific regulations.

10. Receipt of goods

When using VR's customs transit, the recipient must report the goods to be declared for the next customs procedures, immediately when the shipment has arrived at the destination station.

The recipient must notify the consignor and VR without delay of any obstacle on the basis of which the recipient refuses or is unable to receive the shipment. If the delivery cannot be transferred to the recipient in a reasonable period of time, the consignor shall issue the procedural instructions to VR.

11. Transport charges

Transport charges should be agreed with VR in writing prior to ordering the transport. The charges connected with transport are based on the terms of delivery and price lists for supplementary services that are valid at the time of signing the contract, unless otherwise agreed.

Unless otherwise agreed, the delivery fee for wagon transport includes the delivery of empty wagons to the loading rail, transport of loaded wagons from the loading rail to the unloading rail or other agreed upon location, the pick-up of empty wagons from the unloading rail or other agreed upon location as well as 8-hour loading and unloading times.

If an ordered wagon is left unloaded, the customer shall be charged for the cost of its transport. Additionally, a demurrage or the cost of operative inconvenience shall be charged for loading times exceeding the free-of-charge period.

If the wagon load is not fully or partially unloaded, the party paying for freight indicated in the contract of carriage must cover the freight charge and other expenses incurred arising from the transport of the wagon load back to the starting point or border station.

11.1 Entry into force, termination period and termination of customer contracts

Contract freight is based on the cost level prevalent on the date of the entry into force of the contract period. The customer contract cannot enter into force retrospectively.

If the customer contract becomes untenable to a contracting party either in full or with regard to an individual condition, said contracting party shall have the right to start negotiations in order to remedy the situation. If the unreasonable factor cannot be removed by means of negotiation, either party shall have the right to terminate the agreement subject to a notice period of one (1) month.

Each contracting party has the right to terminate the customer contract with immediate effect if the opposing party is in material breach of the terms of contract. In this case, the party in violation of terms shall be obligated to reimburse the other party for direct damage incurred. In the event that the contractual violation has occurred with intent or from gross negligence, the party in violation of terms shall be obligated to remit compensation to the other party for all damage incurred.

11.2 Payment

The payer of the freight is specified in the customer contract.

The customer shall ensure that it has the right to enter the recipient of goods as the recipient in accordance with the contract of carriage. The payment calculated on the basis of freight, the terms of delivery and the supplementary service price list can be paid by the customer, consignee, recipient or a third party. In the case that no entries have been made in the waybill regarding the party paying for the freight or that the party paying for the freight cannot be contacted or refuses to pay, the customer is liable for the payment of the freight. VR shall have the right to refuse to hand over the goods unless the transport fee has been paid.

If invoicing customership and a line of credit have been agreed on in the customer contract, its entry into force shall require a positive credit decision on the part of the credit supervision department at VR-Group Plc. VR reserves the right to inspect the line of credit in the event that the customer's credit rating falls or repeated credit infractions appear.

If an undisputed individual payment is late by more than 30 days, all open invoices shall fall due with immediate effect and a new credit limit cannot be granted before a payment of

the overdue invoices has been received. A new credit limit is subject to a positive credit decision by VR Group Plc's credit supervision department.

The payment term is 7 days net, unless otherwise agreed with the customer. The late payment may be subject to the interest on arrears in accordance with the Interest Act, which is confirmed annually by the Bank of Finland.

If the customer has not been registered as an invoicing customer, the customer must pay for the freight when sending the goods.

VR reserves the right to collect the cost of freight and other fees for transport and other services outlined in the contract in advance.

11.3 Taxes and remittances

The prices quoted in these terms of delivery, the customer contract and the supplementary services price list are exclusive of VAT, which is added to the charges itemised in connection with the invoicing. If the shipment is not subject to VAT, a note on this must be entered in the waybill. The customer is responsible for ensuring that the information they provide is correct.

As the holder of goods, the customer is ultimately liable for all taxes and remittances collected with regard to the shipments (such as oil pollution fees, customs duties and fees on the use of third-party private sidings) as well as the information submitted to the authorities and shall compensate VR for any taxes or remittances that VR may have to pay on behalf of the customer.

11.4 Right to price changes

If the total volume of the customer's operations or the operating model deviates significantly from what was agreed on in the customer contract during the contract period, VR reserves the right to change the prices. If the operating model or volume of operations has not been agreed on in the customer contract, VR reserves the right to change the prices if the customer's operating model or volume of operations changes significantly during the validity of the customer contract.

If within the period of validity of the supplementary services price list or the customer contract the shipments or services set forth in these terms and conditions become subject to tax or other similar payments or if the transport costs significantly increase for reasons outside the influence of VR, VR reserves the right to revise the prices accordingly. The price change will be implemented as a separate surcharge.

12. Freight-forwarding services

VR will only take care of freight forwarding and the customs clearance subject to a separate agreement. The relevant fees will be charged subject to an agreement made with the customer.

The Customs' payments subject to a charge will be paid in accordance with the payment chart of the Customs.

To the extent not otherwise agreed in these terms of delivery, the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015) shall be observed in forwarding services, with the exception of the time guarantee according to section 7(2) and section 19 (B) and the obligation to insure in section 25 (A).

13. Damages

If the delivery of goods to the recipient is delayed in domestic traffic resulting in a loss, the maximum amount compensable by VR equals four times the transport fee.

When it comes to domestic traffic, VR will pay a maximum compensation for the loss or reduction of, or damage to, goods of EUR 25 per kg missing from the total weight.

VR is under no obligation to compensate the customer for any consequential effects of interruptions caused to traffic by a force majeure event or by a factor beyond VR's control, including all losses and damage caused to the customer.

Under no circumstances will VR be liable for an indirect loss, unless it is caused by VR's gross negligence or intentional action.

14. Supply chain safety

In cooperation with VR, the customer for its part undertakes to comply with the AEO principles regarding supply chain safety and to ensure the sanctity of the transported goods, delivery documents as well as the transport unit. You can find the AEO principles on the Finnish Customs website at <https://tulli.fi/en/frontpage>.

15. Legislative amendments

VR reserves the right to make amendments to these terms of delivery in the event of amendments to the valid legislation or international agreements.