

General terms and conditions for DB Cargo Scandinavia A/S' transport services as part of railway operations in Denmark and Sweden

1. General

- 1.1 DB Cargo Scandinavia A/S (hereinafter "DBCSc") provides services in connection with the transport service as a railway undertaking in Denmark and Sweden in accordance with the following general terms and conditions, unless otherwise specified.
- 1.2 In addition to these Terms of Business, the versions of the following terms and conditions in force from time to time apply:
- [DB's Corporate Principles Ethics \(Code of Conduct\)](#)
 - [DB Code of Conduct for Business Partners](#)

In addition, where applicable:

- General terms and conditions for services at the combi terminals in Taulov and Høje Taastrup ([General-conditions-data.pdf](#))
- In addition, the provisions of the CIM Rules shall apply to international transport, cf. Annex B to the Convention of 9 May 1980 concerning International Carriage by Rail (COTIF) with additional protocols and subsequent amendments (hereinafter "CIM")
- For the transport of dangerous goods by rail, the "Convention concerning International Carriage by Rail (COTIF) Appendix C" – Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) applies to both national and international transport.
- For the transport of dangerous goods nationally in Sweden, RID-S applies
- "General Contract of Use for wagons/Allgemeiner Vertrag für die Verwendung von Güterwagen" (GCU/AVV).

In the event of a dispute, these Terms and Conditions shall prevail.

- 1.3 DBCSc is entitled to change these Terms and Conditions, Standard Rates and other Provisions, the Service Catalog and other terms and conditions at any time. DBCSc shall notify Customer in writing of changes in terms and conditions, Standard Rates and other Provisions, Service Catalogue and other terms and conditions no later than one month before they come into effect.
- 1.4 For the purposes of these Terms and Conditions, "Customer" means the legal or natural person whose goods and transport units DBCSc transports as part of these Terms and Conditions.

2. The service

- 2.1 As a railway undertaking, DBCSc provides transport services, including transport of dangerous goods and other goods that are only received under special conditions, in the form of single-wagon traffic, transport with block trains or intermodal traffic.

In this regard, DBCSc can offer the following services by agreement:

- Provision of traction, authorized personnel, shunting staff, pilots
- Planning the transport
- Preparation and inspection of the wagons during transport
- Execution of the transport - of the goods/transport unit agreed with the Customer from the place of departure to the place of destination
- Delivery of transport units at the destination agreed with the customer.

2.2 Areas of service

- Transportation can be arranged from/to:
- In Denmark and in Denmark, respectively. Sweden nationally on the infrastructure DBCSc is approved to use
- DBCSc's managed Combi Terminals, Privately owned tracks, including port tracks, etc.

2.3 The basis for the services to be provided by DBCSc is, in addition to these Terms and Conditions, a contract entered into in writing with the Customer. The contract contains essential performance data necessary for the performance of the transport service, including, among other things, cargo, type of wagon, transport unit, remuneration. Individual contracts are entered into on the order of the customer and DBCSc's acceptance.

2.4 DBCSc is entitled to use subcontractors as necessary to perform the services agreed with the customer.

3. DBCSc's responsibilities

3.1 DBCSc provides the necessary traction suitable for the transport as well as personnel, with the necessary valid permits and certificates.

3.2 As carrier, DBCSc assumes the transport obligations of the goods transported during transport from the place of departure to the destination.

3.3 Pick-up and handover of transport units and/or goods from one of DBCSc's own intermodal terminals is handled in accordance with the General Terms and Conditions for services at the intermodal terminals in Taulov and Høje Taastrup.

3.4 For goods and/or the transport unit that are picked up or dropped off at DBCSc's workshop in Fredericia, privately owned tracks, including port tracks, etc., see section 4 of these terms and conditions below.

3.5 Subject to the limitations set out below, DBCSc shall only be liable for damage to or loss of the customer's transport units and the goods transported by the unit, to the extent that damage or loss occurs while the transport units and goods are in DBCSc's custody if:

- i) DBCSc shall only be liable for any damage or loss resulting from the gross negligence or intentional negligent conduct of DBCSc or anyone for whom DBCSc is liable.
- ii) To the extent DBCSc continues to have the goods and/or transport unit in its custody after the risk has been transferred to the Customer, DBCSc does not bear the risk of and is not liable for damage to and/or loss of the goods and/or transport unit.
- iii) DBCSc shall in no event be liable for any operating loss, loss of profit, consequential loss or other indirect loss.

3.6 Liability for damages is handled in accordance with the provisions of the Danish Act on Railway in force at any given time for freight traffic, to the extent that there are not other terms in these terms and conditions or the parties' contract.

4. Customer's responsibility

4.1 It is the customers responsibility to ensure that the transport units provided for by the Customer are operational, suitable for transport and approved in accordance with applicable national and international regulations throughout the period of use and comply with all applicable regulatory and technical requirements.

- 4.2 It is the Customer's responsibility to ensure that the transport units provided for by the Customer are maintained by a certified unit (ECM). DBCSc is obligated to refuse operations with transport units if DBCSc finds conditions that, in the assessment of DBCSc, could entail negative consequences for railway safety.
- 4.3 Any goods must be delivered by the customer to DBCSc at the place agreed upon in the contract, within the agreed time and in a condition suitable for the intended transport. The customer shall indemnify DBCSc for any costs, losses or expenses that may arise as a result of Customer's delays or errors.
- 4.4 The customer is responsible for loading and unloading, unless otherwise agreed. The customer must follow AVV/GCU loading guidelines during loading and unloading. DBCSc is authorized to inspect wagons and transport units to ensure that they are loaded safely.
- 4.5 If there is
- (i) a discrepancy between the agreed and actual loads,
 - (ii) if the maximum permissible weight is exceeded,
 - (iii) if the nature of the goods or the loading prevents transport,
 - (iv) if there are other violations of legal provisions,
- DBCSc will request the customer to remedy the situation in time so that DBCSc can comply with the timetable established for the transport and thus the delivery time agreed with the customer.
- 4.6 The customer shall be liable for any damage or loss suffered by DBCSc and shall be obliged to indemnify DBCSc for any claim DBCSc may be faced with by the sender, consignee, owner of the goods, the infrastructure manager or any other third party as a result of:
- i) non-compliance with the Customer's obligations and obligations under the Agreement regardless of the reason for this; or
 - ii) that the Customer, the sender, the recipient or anyone for whom they are otherwise liable has acted in a way that gives rise to liability.

5. Dangerous goods and other goods that are only accepted on special terms

- 5.1 When transporting dangerous goods or waste, it is the Customer's responsibility to document that packaging and marking comply with the current rules for the transport of dangerous goods by rail – RID, or RID-S for national transport in Sweden – as well as the international rules for the transport of waste in force from time to time.
- 5.2 Goods classified in RID class 7 that are to be imported into, transported from or in transit through Denmark must be approved for transport by DBCSc before initiation of the transport.

6. Railway safety matters

- 6.1 The transport service is carried out in accordance with DBCSc's certified safety management system at all times, including approval for the transport of dangerous goods by rail.
- 6.2 In the event of railway safety incidents, DBCSc is responsible for the internal investigation of the incident and contributes to the investigative work of any authorities. The Customer is obligated to contribute, at DBCSc's request, the information necessary for DBCSc's assessment of DBCSc internal investigation required by the Railway Act and the information to be provided to the authorities.

6.3 If, in connection with a transport operation, DBCSc finds deviations in relation to conditions relating to the transport service agreed with the Customer, including the labelling, packaging, placement, fastening, etc., the Customer has to contribute, at DBCSc's request, to the root cause analysis and the establishment of remedial and corrective actions with a view to dealing with both the specific deviation and countering future deviations.

7. Remuneration, fees and charges

7.1 Remuneration, fees and charges for DBCSc's services and services in connection with transport are handled in accordance with the contract entered into with the customer for the respective service.

8. Insurance

8.1 Both parties must maintain and be able to document insurance that covers the respective party's liability for the service, including in relation to the nature, scope, finances and geographical area.

9. Force Majeure

9.1 All events and circumstances beyond the control of the parties, such as, but not limited to, natural disasters, war, labour disputes, shortages of raw materials and energy, and orders from authorities, release the affected party from its contractual obligations for the duration of the disruption and to the extent of its effects.

9.2 The affected party shall immediately notify the other party of the expected duration and extent of the disruption and shall take all reasonable measures to resolve the disruption promptly.

10. Confidentiality

10.1 Both parties are obligated to keep information that has been given as confidential by a party or between the parties, including information that has not been made public or publicly available, confidential from unauthorised persons before, during and after the cooperation. The information may only be used for the purpose for which it was provided, regardless of whether the parties enter into a contractual relationship or not.

10.2 Disclosure of information that the parties are obliged to disclose under Danish or Swedish law is not affected by these terms and conditions.

11. Disputes, Language and Jurisdiction

11.1 The language of cooperation for contracts covered by these terms and conditions is Danish, unless otherwise agreed between the parties.

11.2 The Terms and Conditions are governed by Danish law, and any dispute regarding their interpretation, performance, default, termination, validity, etc., which may arise, shall be settled by the Danish courts.

12. Entry into force

13.1 These Terms and Conditions enter into force on 01. January 2026.