



**General Terms and Conditions of Services of  
Hansebahn Bremen GmbH (HBB), Bremen  
Latest update: 30 September 2010**

**1. Scope of application, deviating and amendatory conditions**

- 1.1. All services, including future services, are provided according to the following General Terms and Conditions of Services and the conditions as specified in section 1.3. For international transport, the unified statutory provisions apply to both the Contract on International Rail Freight Transport (CIM) and the General Conditions of Carriage for International Rail Freight Transport (ABB CIM) as published by the International Committee of Rail Transport (CIT), according to the latest version. The General Terms and Conditions of Services also apply for international transport insofar as the CIM and the ABB CIM do not comprise any such arrangements. The General Terms and Conditions of Services do not apply to consumers.
- 1.2. General terms and conditions of the customer are only effective upon specific confirmation by us.
- 1.3. In addition to the General Terms and Conditions of Services, the following conditions apply, according to the latest version: the additional terms contained in the "Regulations on the Rail Transport of Hazardous Freight". In this respect, the regulations of the prescription on domestic and cross-border transport of hazardous goods by road and rail (GGVSE), and the provisions of the international rail freight transport of hazardous goods (RID) apply.
- 1.4. The implementation and liability of an electronic exchange of contract and performance data is settled in a different and specific contract with the customer.

**2. Service agreement, individual contracts**

- 2.1. The basis of our services is a written service agreement with the customer. Renewal, amendment or completion of a new service agreement must also be in writing. If the agreement is not signed by both parties, our letter of confirmation is binding unless immediately disputed by the customer.
- 2.2. The service agreement comprises key performance data which is necessary for the completion of individual contracts, in particular freight contracts (e.g. relation, freight, wagon type, loading unit, price per unit).
- 2.3. Individual contracts are completed by the customer placing an order and by HBB accepting the same. The order is considered accepted when HBB does not object within a reasonable time period. A written confirmation will only be issued if agreed upon in advance.

**3. Consignment Note**

- 3.1. Unless otherwise agreed, the customer issues a consignment note. The consignment note is not signed by us; printed or stamped name and company information does not constitute a signature.
- 3.2. When using a consignment note in accordance with § 408 HGB (German Commercial Code), it is valid as a transport order. If the customer places the transport order without using a consignment note, they shall be liable according to § 414 HGB for the accuracy and completeness of all information listed in the transport order.

**4. Wagon and loading units (LUs) of RBB, loading deadlines, liability**

- 4.1. Upon the customer's request, we will provide appropriate wagon and loading units (LUs).
- 4.2. The customer is responsible for the correct specification of the required amount and type of wagons and LUs, as well as the destination; for the provision of wagons and LUs, prior to the conclusion of a freight agreement, § 412 paragraph 3, § 415 and § 417 HGB apply accordingly.
- 4.3. Unless otherwise agreed, the customer will be notified in writing about loading deadlines.
- 4.4. The customer is to examine the wagons and LUs provided as to their suitability for the intended use as well as for visible defects prior to the shipment, and to inform us immediately of any problems.
- 4.5. The customer is liable for damages to wagons and LUs for which they, or a commissioned third party, are responsible. The customer is not liable if the damage results from a fault which was present at the time of transfer. Damages and accidents are to be reported immediately to HBB.
- 4.6. The customer is responsible for ensuring that unloaded wagons and LUs are usable, i.e. emptied completely, disinfected or cleaned as is proper and returned in full with any separate components as well as at the agreed transfer point or terminal within the period stipulated. In the event of default, we shall charge a fee according to the price list of HBB for expenses incurred by us. Any further claim for damages remains unaffected.
- 4.7. The customer is to use the wagons and LUs leased by us exclusively for the intended purpose stipulated in the agreement.

**5. Loading instructions**

- 5.1. The customer is responsible for loading and unloading, unless otherwise agreed. Details are governed by our loading guidelines. We are entitled to check wagons and LUs for safe loading.
- 5.2. If the customer violates their obligation under par. 5.1; if there is a considerable deviation from the agreed to the actual freight; if the permissible total weight is exceeded; or if the nature of the freight or handling hinders the shipment, we require the client to find a remedy within a reasonable period of time. After the period has lapsed without any result, we are entitled to assert the rights as per to § 415 section 3 sentence 1 HGB.
- 5.3. The customer is obliged to clear loading and unloading detritus at their own expense directly at the loading site, including the access roads.

**6. Obstacles**

As per § 419 paragraph 3 HGB, we are entitled to park the loaded vehicle. While it is parked, we shall be liable for the safekeeping of the consignment by exercising due care and diligence.

**7. Presumption of loss**

For the occurrence of a presumed loss under § 424 par. 1 HGB, an additional period of thirty days after expiry of the delivery date applies for domestic and cross-border traffic.



**8. Hazardous freight, shipping document**

- 8.1. The customer must abide the relevant legal requirements on hazardous freight and our "Regulations on the Rail Transport of Hazardous Freight".
- 8.2. We shall accept/deliver hazardous freight only when the safety and custody obligations are transferred through to collection, or from the point of delivery ready for collection and, when handling freight of the 'Class 1 and 2', the physical transfer of the freight is agreed in writing with the sender/recipient.
- 8.3. The customer shall indemnify us within the scope of their share of the liability from any obligation arising towards third parties from the shipment, storage or other handling of the freight, as well as arising from the nature of the freight or the failure of the customer to comply with their responsibilities.
- 8.4. Hazardous freight shall not be stored by us, nor by the parking of loaded vehicles on their respective transport route. The parking of used empty tank wagons or tank containers for more than a month requires a special written agreement. Used empty and non-degassed pressure gas tank wagons and pressure gas tank containers shall not remain parked by us for more than one month.

**9. Remuneration, invoicing, exclusion of set-off**

- 9.1. Invoices are due in full upon receipt. If payment is not received within 10 days of receipt of invoice, we are entitled to charge the respective statutory interest. We reserve the right to ask the customer for an advance payment or a security deposit.
- 9.2. A set-off or retention against our claims is excluded, unless the counterclaim is undisputed, acknowledged by us or legally determined. The customer is entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

**10. Customs and other administrative regulations**

The order to forward bonded goods or to deliver them CPT includes the authorisation for us to decide on the completion of the necessary customs forms and the interpretation of the customs excise duties and fees. For these services, and for delays arising from the performance of such services for which we cannot be held responsible, we shall demand fees as per the HBB price list.

**11. Special conditions for combined transport**

- 11.1. In combined transport, we transport empty and loaded LUs and provide additional services per special arrangements (e.g. filling in the required shipment documents). LUs in terms of these General Terms and Conditions of Services are
  - containers for overseas shipping, with size, corner fittings and stability standardised as per the International Organisation for Standardisation,
  - land containers for transport on the European mainland
  - swap bodies, i.e. superstructures interchangeable in operations
  - semi-trailers and articulated lorries with trailers and articulated vehicles using the "rolling highway"
- 11.2. LUs must meet the relevant statutory and technical regulations (e.g. DIN, EN, UIC).
- 11.3. LUs provided by the customer must be reliable and suitable for the load. The customer is liable for damages resulting from improper, defective or unsafe LUs.
- 11.4. LUs are to be parked outdoors.
- 11.5. We can take over the completion of the required shipping documents and related services for the customer, upon special agreement.

**12. Liability**

- 12.1. Our liability for loss or damage is limited to the amount of 8.33 units of account per kilogram of gross weight of the consignment. In case of partial loss or partial damage, § 431 par. 2 HGB applies accordingly. The value of the unit of account is determined in accordance with § 431, section 4 HGB.
- 12.2. In any case, our liability is limited to an amount of € 7,000,000 or 3.59 units of account per kilogram of gross weight per claim, whichever is higher. The liability for damages other than to goods, with the exception of personal injury and damage to goods of third parties, is limited to the amount of three times the amount that would be payable for the loss of the goods, up to a maximum amount of € 100,000 per case of damage. §§ 431 section 3 and 433 HGB shall remain unaffected.
- 12.3. Claims other than those arising from intent or gross negligence, or in which we shall not be held liable due to compelling legal provisions, any claim for damages of whatever kind against us, our employees or our agents beyond those set out in these General Terms and Conditions of Services are excluded. This does not apply in case of a breach of material contract obligations. Claims for damages are, in these cases, limited to foreseeable, typical damages.
- 12.4. Section 12.3. also applies to the dispatch/delivery of letters.
- 12.5. We reserve the right to inspect any damage.

**13. Place of jurisdiction, applicable law**

- 13.1. For all disputes arising from the contractual relationship (including counter-claims and claims involving checks or bills of exchange), the sole place of jurisdiction is Bremen. We may also sue the customer in their place of jurisdiction.
- 13.2. Any legal relationship between domestic parties shall be governed by the laws of the Federal Republic of Germany.