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APPENDIX A: DEFINITIONS

1. Introduction

To set clear agreements and guidelines regarding the way of working during the booking and operational process, a standard operating procedure (hereafter *SOP*) is provided in this document. This procedure is the basis for the cooperation between the party ordering the transport or related services (hereafter *Customer*) and European Gateway Services B.V. (hereafter *EGS*). A proper and timely exchange of information is one of the key drivers for a successful operational transport execution and service delivery.

This SOP in its latest version is valid for all customers and can be found at the EGS [website](#). Specific customer agreements and guidelines can be defined in cooperation with EGS. Please contact the EGS Customer Service or Sales department for further information.

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2. Booking Process

The booking process describes the roles, responsibilities and tasks regarding the information exchange between the Customer and EGS with regards to Transport Bookings. In order to help the Customer in a sufficient way, all the transport requests, transport bookings and other relevant e-mails must at all times be sent to the general e-mail addresses of the EGS booking locations. E-mails that are sent to personal e-mail are to be considered as not received. The email addresses of the EGS booking locations can be found in chapter 6 of this document. Alternatively, these requests and bookings can be sent to EGS using EDI.

2.1. Transport Request

In case the Customer wants to know if a certain transport can be executed within the foreseen Transport Lead time and the available intermodal resources, a so called Transport Request may be sent to EGS. After validating the Transport Request, EGS will provide feedback to the Customer. In case the Transport Request is possible, EGS will make a reservation on the specific barge or train. This reservation is only valid for a certain period: 24 hours in working days, unless specified otherwise. This period and a reservation number are communicated to the Customer. If the Customer decides to make use of this reservation within this period, the Customer needs to send the Transport Booking accompanied by the reservation number in the subject/header of the email. In case the Customer does not send the Transport Booking before the period of validation, the reservation will be cancelled by EGS. EGS does not have to inform Customer that the reservation has been cancelled.

2.2. Transport Bookings

For processing of Transport Bookings, it is imperative that all relevant details are provided at the time of making the Transport Booking. Within the booking process, EGS distinguishes four types of Transport Bookings, namely:

- Import Booking
- Export Booking
- Port Transfer
- Empty Repositioning

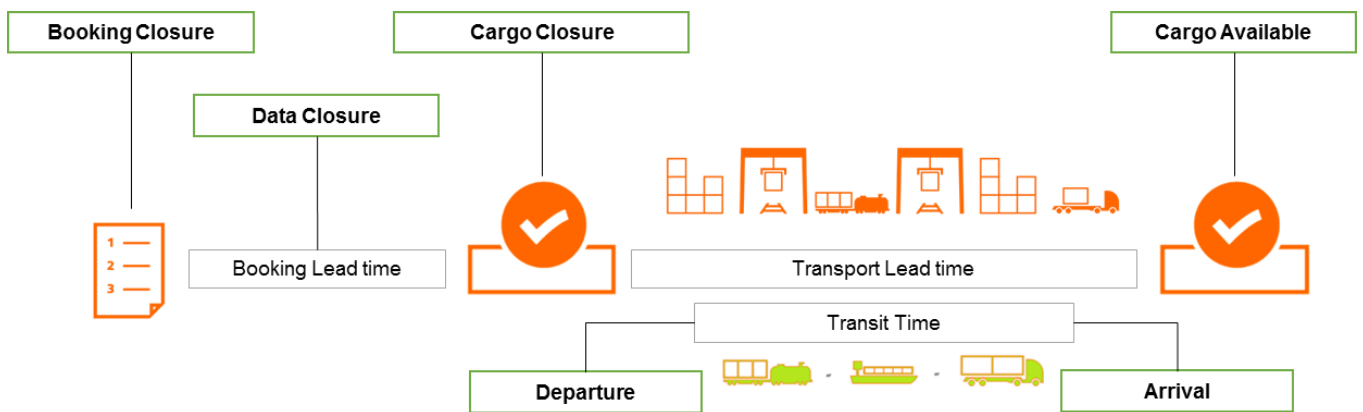
The Customer is responsible to provide all relevant information in the Transport Booking. An explanation of the different booking types can be found in the Definitions in Appendix A.

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2.3. Transport milestones

The booking process contains a number of stages . The following diagram describes the chronological flow of the relevant administrative and operational milestones.

Process flow booking process




All definitions regarding the booking process are explained in Appendix A. A number of milestones are described in more detail below.

Booking Closure

In order to process a Transport Booking, EGS needs to receive the Transport Booking before the Booking Closure. EGS will confirm the receipt of the Transport Booking by sending a Booking Confirmation to the Customer. Before the Booking Closure all relevant information about the Transport Booking, as specified in Appendix A, should be available to EGS. At all times, the Customer is responsible to provide all relevant information, EGS will plan and execute according to this information. In case mandatory booking information, as specified in Appendix A, is missing, incomplete or incorrect, a Transport Booking cannot be processed by EGS and EGS has the right to cancel the reservation for the Transport Booking.

Data Closure

Before the Data Closure the Customer should have fulfilled all administrative requirements in order for EGS to plan and execute the transportation. This means that the cargo must have been released and is free of any Customs blocks or Customs inspections. All individual accompanying documentation required, such as, but not limited to customs documents, IMDG/DGD or Annexes must be made available to EGS. Next to that, the pickup, delivery, loading and/or discharging references have been sent to EGS. In case of an Export Booking, the Export Booking and relevant documentation must have been registered by the Customer at the export terminal.

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In case the Data Closure has passed and the administrative requirements have not been fulfilled by the Customer, EGS has the right to cancel the container on the planned voyage and to charge Dead freight, as described in Appendix A.

EGS holds the right to discharge export containers at a “Congestion Hub” if the data is not fulfilled by the Customer. The costs for handlings on the “Congestion Hub” and the costs for shunting the container to the pre-announced terminal are on the account of the Client.

Cargo Closure

Before the Cargo Closure the container must be physically present and free from any blockage at the pick-up location and must thus be freely available for onward transportation. In case the Cargo Closure has passed and a container is not available for onward transportation, EGS has the right to cancel the container on the planned voyage and charge Dead freight, as described in Appendix A.

If EGS has to return empty containers to an empty depot, the Customer must ensure that the container is registered in time at the empty depot. If costs arise because e.g. the container is not registered in time at the empty depot or the empty depot is outside our network, EGS has the right to charge these costs to the Customer.


For each barge and rail connection, the relevant transport milestones are determined. The current schedule details for each of the terminals in the EGS network, can be found on the EGS [website](#). For the barge depots in the schedule with no fixed window EGS can not be held responsible for a longer lead time of containers if an appointment at the empty depot cannot be made according to the schedule.

2.4. Customer reporting


In order to inform parties concerned of the planning and executional status of transport orders, EGS offers its Customers the following reports:

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| Import Check Notification | Shows the current administrative status of import containers which are to be transported from the deep sea port to its hinterland destination. |
| Export Check Notification | Shows the current administrative status of export containers which are to be transported from its hinterland origin to the deep sea port. |
| Container Status Report | Shows the current physical status of all booked containers. |

Both notification reports allow the Customer to verify whether all mandatory data are in place and processed correctly. The report flags or highlights the most relevant missing data, however, at all times, it is Customer’s responsibility to provide EGS with all relevant data in time of any closure.

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All three above mentioned reports are system generated and are sent as an e-mail attachment to the Customers specified email address, at default times during the night. These reports are available for the EGS booking locations Rotterdam, Duisburg and Venlo.

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3. Other executional and operational conditions

This chapter describes the additional working procedures besides the standard booking process, applicable for non-standard services and/or containers.

3.1. Non-standard services

3.1.1. Extended Gate Services

EGS offers the Extended Gate Service on a number of locations. An overview of the locations can be found at the EGS [website](#). As part of this service, EGS registers the Customs documents for the import bookings (for all other import bookings, the Customer is responsible for registering the documents).

The following additional conditions and restrictions apply for import bookings that utilize the Extended Gate Services:

- This service can only be offered for import containers which will arrive at deepsea terminals in Rotterdam, the Netherlands, with a non-EU origin and for which no other EU customs document has been issued
- This service is only available in combination with the Import Booking type of Transport Booking
- Import containers which have been registered under this service at Customs and approved by Customs are not allowed to be transported in any other way to its final destination as approved by Customs. This means no changes in routing are allowed
- The Customer is always responsible for the proper follow up Customs documentation to clear the EGS Customs administration
- Excisable goods such as alcohol and tobacco are excluded from this service due to the high value risk


3.1.2. Transit (T1) Service

With this service EGS is able to issue a T1 customs document for your import containers arriving at deepsea terminals in the Port of Rotterdam and Antwerp. Before we are able to start this service, we need a signed Guarantee Agreement, signed by a person who is authorized to represent your company. We also need an extract from the Chamber of Commerce (eventually provided with additional documents) which shows this authority. After receipt of these documents, we are pleased to startup this service for you.

3.1.3. Portbase Registration Service (Notification Export Documentation)

To make sure your export containers will be loaded with the right Export Documentation, EGS takes care of the registration process via the Rotterdam Port Community system Portbase. In order to register the document we need the following data with accompanied with your booking:

- Booking number of the carrier;
- The original custom document in **PDF** → [Condition](#) in order to register the documents.

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For the full details of our Customs Services, please contact the EGS Customer Service or Sales department for further information.

3.1.4. Local Trucking Services

If the Customer wants to make use of one of the following non-standard trucking services, at all times the Customer needs to indicate this in the Transport Booking:


- Trucking based on Live Load (or discharge) including a free period of time is the standard trucking service, unless specified in the booking:
 - Trucking based on Drop & Swap refers to the truck dropping off the container at the warehouse and immediately picking up another container of the same customer/order.
 - Trucking based on Drop & Collect refers to the truck dropping off a container at the warehouse and picking up that same container at a later moment.
- Requirement of a side-loader or tipping/tilt chassis (regular chassis is EGS' standard option). Please be aware that different rules apply regarding cancelling or adjusting these special trucking services.
- Multistop (No extra stop is EGS' standard option): a multistop will always be charged according to agreement
- Depot terminals outside EGS network: extra kilometres will always be charged according to agreement

Cancelation costs only occur for deliveries before 10 o'clock the next day or for deliveries with a distance over 150 km from the inland terminal. Truck orders can be cancelled without costs, till 13:00 o'clock the working day before delivery. If a Truck order is cancelled after 13:00 o'clock the working day before delivery, EGS has the right to charge 100 % dead-freight. When an order needs shunting to connect the container to an EGS rail –or barge connection, cancellation of an order without costs is only possible 3 working days before ETD train or barge. When an order is cancelled later than 3 working days before ETD train or barge, costs for shunting and handlings at the rail/barge terminal are on the account of the customer.

3.2. Non standard type of cargo/containers

3.2.1. Waste

If containers contain waste or waste materials, the Customer must inform EGS in writing in the Transport Booking regarding the type, origin and possible characteristics of the goods inside the container and must provide in particular the Waste Code number according to the European Waste Catalogue (EWC). Acceptance of the goods for transport, handling or storage requires the explicit upfront consent of EGS. It is the responsibility of the Customer to provide all relevant information, licenses and documents in order for EGS to transport this type of cargo. Hazardous wastes are in principle excluded from transportation, handling and storage.

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3.2.2. Hazardous cargo

EGS will not accept Transport Bookings or Requests for the following hazardous good classes:


- Class 1 tolerance A
- Class 4.1 Flammable solids, self-reactive substances and solid desensitized explosives Class requiring temperature control
- Class 5.2 organic peroxides requiring temperature control
- Class 6.2
- Class 7
- Class 8 sulfur trioxide
- UNNrs 0020, 0021, 0074, 0113, 0114, 0129, 0130, 0135, 0224, 0473, 1798, 1829, 2186, 2249, 2421, 2455, 3097, 3100, 3111-3121, 3127, 3133, 3137, 3231-3240-3255

Note: Regarding the delivery of containers containing hazardous materials that fall under ADNR / IMO regulation, EGS points out that storage at most inland locations is restricted. Therefore, receipt or release of such dangerous cargo can only take place on the day of departure or arrival of an intermodal service. Please note that per location the ADNR/IMO regulations may differ. For detailed information please visit the EGS [website](#), or contact the EGS Customer Service or Sales department.

Additionally, it is imperative that containers containing hazardous cargo are fitted with the appropriate labeling during transport and that they are accompanied by the legally required IMDG documentation for each container number. When a container is not labelled correctly to transport via rail or barge EGS has the right to label the container (without pre-announcement) in order to make sure the transport is allowed based on applicable regulations. The costs which occur will be charged accompanied by the invoice. For Import Bookings such IMDG document should be made available to EGS latest at Data Closure time. For Export Bookings IMDG documents should accompany the container to the inland terminal.

3.2.3. Operating reefer containers

Reefers can be plugged on most of the EGS barges. Reefer containers cannot be connected during rail transport. Most inland locations offer power plug-in and monitoring. For more details please check the EGS [website](#), or contact the EGS Customer Service or Sales department for further information. In case a reefer container needs to be plugged in on the terminal and/or during the voyage, this needs to be mentioned explicitly in the Transport Booking including the desired settings of the temperature. Please note that the Customer is always responsible for setting up the correct reefer settings via the box operator of the container.

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3.2.4. Condition of empty containers

EGS cannot be held responsible for the condition of an empty container. The release number of an empty container includes the Customers requested conditions of the empty container. The release number is provided from Carrier to Customer and is provided from Customer to EGS and therefore, the condition of an empty container is the responsibility of the Customer.

4. Operational process

This chapter describes deviations from the standard booking process, applicable in the following cases:

- Booking adjustments
- Booking cancellations
- Deviations in container availability
- Damages to cargo and/or container

4.1. Booking adjustments

In case the Customer wants to change a Transport Booking, this information needs to be sent to EGS before the Booking Closure. An adjustment of a Transport Booking after the Booking Closure might lead to cancellation of the Transport Booking. In case a booking is adjusted after the Data Closure, and because of the adjustment the container needs to be replanned to another voyage, EGS has the right to charge Dead freight, as described in Appendix A.


4.2. Booking cancellations

In case the Customer wants to cancel a Transport Booking with EGS, EGS needs to be notified as soon as possible by e-mail. Cancellations are free of charge according to the following rules (the actual planned voyage at the moment the cancellation is received by EGS is leading in determining the booking closure);

- 1 Workday before booking closure it is allowed to cancel up to 10 teu free of charge
- 2 Workdays before booking closure it is allowed to cancel up to 20 teu free of charge
- 3 Workdays before booking closure it is allowed to cancel up to 30 teu free of charge
- 4 Workdays before booking closure it is allowed to cancel up to 40 teu free of charge
- 5 Workdays before booking closure it is allowed to cancel all bookings free of charge

If more teu is cancelled by the customer EGS has the right to charge 80% dead-freight.

In case the Data Closure has passed and a container is cancelled, EGS has the right to charge Dead freight, as described in Appendix A. In case the container has already been loaded on a transport means, a cancellation is not possible anymore.

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4.3. Deviations in container availability

In case the container availability deviated from what has been notified to EGS, for instance because of a delay of the deepsea vessel or a delay in the loading/discharging at the warehouse, it is the responsibility of the Customer to inform EGS about the deviation. If Customer does not inform EGS before Cargo Closure about changes in container availability, EGS has the right to cancel the container on the planned voyage and charge Dead freight, as described in Appendix A.

In case the ATD of a deepsea vessel has a deviation of more than 12 hours compared to the ETD (ETD that was known at the moment the booking was received by EGS) EGS will take no responsibility regarding lead times that were agreed on.

4.4. Discharging containers at a “Congestion Hub”


The Customer determines at which terminal its containers should be loaded or discharged. Regarding loading or discharging of containers from barges, EGS cooperates with these terminals by making use of several sailing schedules. In case the terminal cannot meet the desired sailing schedule, in order to discharge a container within the cargo closing time, which was agreed between the Customer and EGS, EGS holds the right to divert to a so-called “Congestion Hub”. This means that if the situation described in the previous sentence, costs for handlings on the “Congestion Hub” and the costs for shunting the container to Congestion Hub are for the account of the Customer. Diverting to a “Congestion Hub” can be executed by EGS without prior consultation with or consent from the Customer. If requested by the Customer, EGS can provide evidence that it was not possible to comply with the agreed cargo closing time within the sailing schedule afterwards.

4.5. Damages to cargo and/or container

In the event of damages to or loss of the cargo/container occur during the transport by EGS, EGS will:

- Promptly inform the Customer after notice
- Mention the full extent of the damage on an interchange receipt
- In case of container damage which can possibly be harmful to the cargo, staff, transport means or the environment, make any emergency repairs to the container necessary at an appropriate inland location. This emergency repair will be performed at the expense [FOA] of the Customer. A notification of (emergency) repair and associated costs will be provided as soon as possible, but latest within two working days.


In all cases, EGS cannot be held responsible for the condition of the container.

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5. Payment terms and Liability

Standard payment terms are 30 days after invoice date. EGS accepts under no circumstances settlement with outstanding invoices/declarations.

In all circumstances we are excluded from liability for any delay and/or demurrage and detention, and admin costs that may occur. In case you feel entitled for compensation of additional costs during the operational process you can contact claims@europengatewayservices.com.

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6. Operational contact details

Rotterdam

Europaweg 875
3199 LD Rotterdam, The Netherlands
Telephone: +31 (0)181 27 8308
Email: customerservice.rtm@europeangatewayservices.com

Office Hours:

Monday – Friday: 07:30 -17:30

Duisburg

Alte Ruhrorter Straße 20
47119 Duisburg, Germany
Telephone: +49 (0)203 80 90 6200
Email: order@decete.de

Office Hours:

Monday – Friday: 07:30 -17:30

Venlo

Celsiusweg 30
5928 PR Venlo, The Netherlands
Telephone: +31 (0)77 387 0980
Email: customerservice.vnl@europeangatewayservices.com

Office Hours:


Monday – Friday: 07:30 -17:30

Willebroek

Victor Dumonlaan 12
2830 Willebroek, Belgium
Telephone: +32 (0)3 880 27 13 Email: customerservice.wlb@tctbelgium.be


Office Hours:

Monday – Friday: 08:30 -16:30

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Appendix A: Definitions

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| <u>Arrival</u> | Time of arrival of an intermodal service (i.e. rail or barge) at the specified location. |
| <u>Booking Closure</u> | The moment in time all relevant booking information about the transport order should be available to EGS. This information is available on the EGS website. |
| <u>Booking Confirmation</u> | A confirmation sent by EGS to the Customer after receipt and processing of the Transport Booking which indicates a formal agreement to execute the Transport Booking under the conditions agreed in the network agreement between the Customer and EGS. Customer is requested to verify correctness and completeness of the Booking Confirmation at all times. |
| <u>Booking Lead time</u> | The time lapse between Booking Closure and Cargo Closure. |
| <u>Cargo Available</u> | The time upon arrival of an intermodal service and completion of operation at the specified location [discharge & loading] that cargo is available for collection or onward transportation. |
| <u>Cargo Closure</u> | At this specified moment the container should be physically present and free from any blockage at the departing location and must thus be freely available for onward transportation. This information is available on the EGS website. |
| <u>Data Closure</u> | By this time all administrative requirements in order for EGS to arrange and execute the transportation should be fulfilled by Customer. This means that the cargo is released and free of any Customs blocks or inspections. All individual accompanying information required, such as, but not limited to CMR, MNR, IMDG pickup references, empty depots, container numbers, weight of the export container or Annexes must be made available to EGS. This information is available on the EGS website. |
| <u>Dead freight</u> | Dead freight is calculated as 80% of the agreed rate for executing the Transport Booking. Dead freight will be invoiced to the Customer if the processes in chapter 2, 3, 4 are not followed and as a result, the Transport Booking cannot be executed successfully |
| <u>Delivery Window</u> | Earliest and latest date and time within which the container must be picked up by EGS. Information is provided by the Customer |
| <u>Departure</u> | Time of departure of an intermodal service (i.e. rail or barge) at the specified location. |

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| <u>Empty Repositioning</u> | Type of Transport Booking, which refers to the movement of empty containers between Port and an EGS inland location or vice versa, or the transport between two inland locations and is applicable only to equipment stock holders. Usually (at least) one of the departing or receiving locations resides within the EGS network. See Appendix A for the latest version of the EGS Empty Repositioning Form. |
| <u>Export Booking</u> | Type of Transport Booking, which refers to transportation of overseas export, or continental outbound cargo that is transported from a door origin or inland location to seaport. See Appendix A for the latest version of the EGS Export Booking Form. |
| <u>Import Booking</u> | Type of Transport Booking, which refers to overseas import, or continental inbound cargo that is transported from seaport to an inland location or final door destination. See Appendix A for the latest version of the EGS Import Booking Form. |
| <u>Pick-Up Window</u> | Earliest and latest date and time within which the container must be picked up by EGS. Information is provided by the Customer |
| <u>Port Transfer</u> | Type of Transport Booking, which refers to the transportation (shunting) of laden containers between two terminal facilities within a seaport area, or between two seaports. Typically it concerns containers that need to connect from a deep sea or feeder call to an intermodal object within our EGS network or vice versa. See Appendix A for the latest version of the EGS Port Transfer Form. |
| <u>Transit time</u> | Time lapse in hours between the departure and arrival of an intermodal object. |
| <u>Transport Booking</u> | Formal order from the Customer sent to EGS to execute a container transport to a certain destination within a requested Transport Lead time |
| <u>Transport Lead time</u> | Time lapse between cargo closure and container availability at delivery point in calendar days. |
| <u>Transport Request</u> | Request sent by Customer to EGS to check availability of resources to execute a container transport to a certain destination in a requested Transport Lead time. |