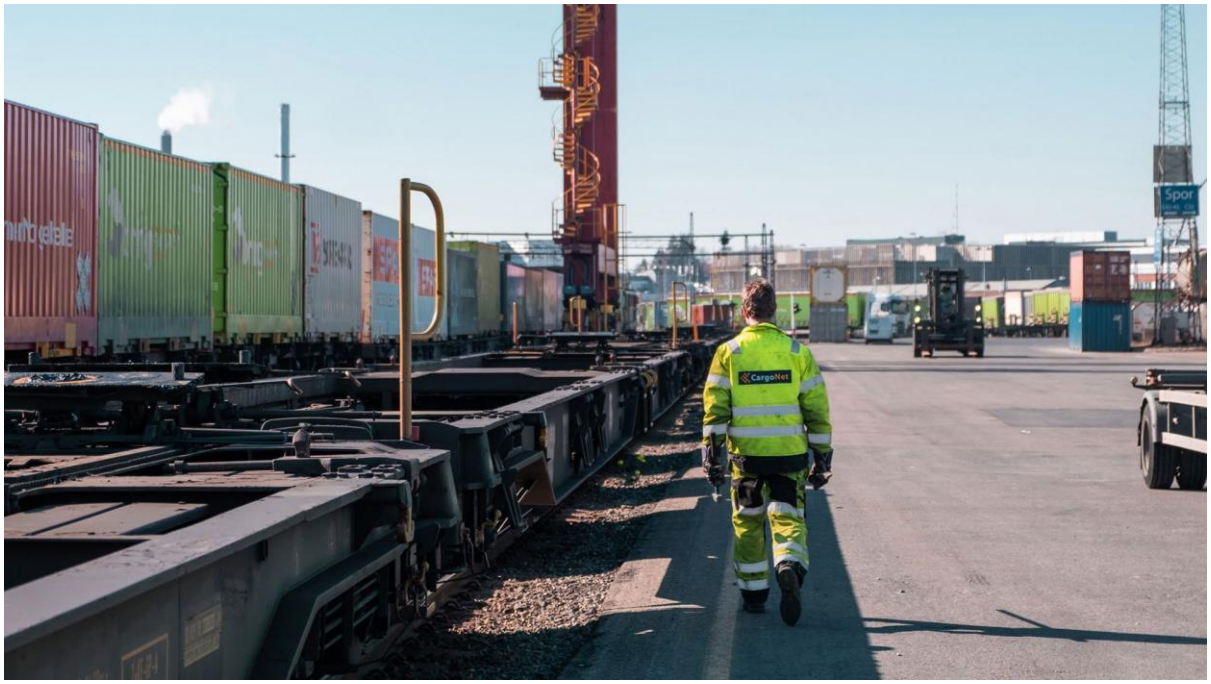
GENERAL CONDITIONS OF CARRIAGE
CARGONET AS
2027



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1. INTRODUCTION

These General Conditions of Carriage apply to all agreements between the Customer and CargoNet AS concerning the transport of the Customer's Load Units in international and domestic Combined Transport. Trains between Narvik and Alnabru via Sweden are regarded as Norwegian domestic traffic. The Conditions are effective from 01.01.2027.

These General Conditions of Carriage form part of CargoNet AS's overall framework governing commercial matters relating to a Transport Assignment. This framework consists of the following documents;

- General Conditions of Carriage for CargoNet AS (the "CN Conditions")
- CargoNet AS Product Conditions (the "CN Product Conditions")
- CargoNet AS annual Framework Agreement
- CargoNet AS security policy
- CargoNet AS requirements for Load Units
- CargoNet AS standard depot conditions (CN Depot Conditions)
- Supplementary provisions for wagonload traffic
- Customs conditions for cross-border transport by rail

In addition, CN has multi-year Framework Agreements with several customers under which this framework applies.

CN may stipulate special conditions in addition to the CN Conditions by agreement with the Customer.

In the event of any conflict between documents in the framework, these CN Conditions shall prevail, unless otherwise provided in the aforementioned special conditions.

2. DEFINITIONS

2.1 Meaning of CN
"CN" means CargoNet AS, which, directly or through its agent, has been engaged by the Customer or the Customer's Representative to transport one or more Load Units.

2.2 Meaning of the Customer
The "Customer" is CN's principal, contracting party and invoice recipient. The Customer is the party who, personally or through a representative, instructs CN to transport the Load Unit and thereby becomes obliged to pay the freight charges. Only the Customer, and not any representative of the Customer, is CN's contracting party.

2.3 Meaning of the Customer's Representative
The "Customer's Representative" is either the person authorised to enter into a CN Agreement on behalf of the Customer pursuant to Art. 2.4, or the person designated in writing by the Customer as "Consignor" at the place of dispatch and "Consignee" at the destination.

2.4 Meaning of the CN Conditions
The "CN Conditions" means these General Conditions of Carriage. The Conditions also contain provisions concerning the storage of Load Units before and after transport, as well as the Product Conditions described in Art. 1

2.5 Meaning of the Framework Agreement
"Framework Agreement" refers to a pre-existing general agreement between the Customer and CN concerning multiple transports for the Customer over a specified period, involving one or more Load Units by rail or other means of transport, in accordance with these General Conditions of Carriage.

2.6 Meaning of the CN Agreement
"CN Agreement" means a specific contract of carriage between the Customer and CN concerning the transport of one or more Load Units by rail or other means of transport, in accordance with these General Conditions of Carriage. The CN Agreement enters into force at the time defined in Art. 4.3 and terminates at the time defined in Art. 5.1. The CN Agreement shall consist of the CN Conditions and those parts of the framework that are relevant to the individual Assignment; see Clause 2.7.

2.7 Meaning of Assignment/Transport Assignment
"Assignment" means the carriage of one or more Load Units covered by the same booking (cf. Art. 4.3) and transported on the same train departure. A booking may therefore cover one or more Assignments.

2.8 Meaning of Combined Transport
"Combined Transport" means the transport of separate, standardised Load Units used for transport by at least two different types of means of transport

2.9 Meaning of Block Train
"Block Train" means an entire train ordered by a single customer, also referred to as an Industrial Train.

2.10 Meaning of Wagonload Traffic
Wagonload Traffic means that the Customer orders one or more freight wagons for its own use. The wagons may be loaded and unloaded at a suitable location at the terminal, usually via a loading ramp (for example, car-carrying wagons).

2.10 Meaning of Load Unit
"Load Unit" means a standardised loading unit that contains or carries goods and can be handled mechanically during loading, unloading and transport on a railway wagon. The Load Unit, also known as an ITU (Intermodal Transport Unit), whether a container, swap body or craneable semi-trailer, shall satisfy the design requirements under standards NS/SS-EN 284 (swap bodies <7.83m), the standard for testing swap bodies and demountable bodies NS-EN 283, NS/SS-EN 452 (swap bodies >7.82m), NS/SS-ISO 668 and 1161 (containers), and UIC 596-5 (semi-trailers), or equivalent approved codified designs.

2.11 Meaning of the term Arrival
"Arrival" means the time at which the Load Unit is ready for collection by the Customer at the agreed

transshipment location or another agreed location.

2.12 Meaning of Takeover

"Takeover" occurs when CN receives the Load Unit. This occurs either when the Load Unit is detached from the Customer's means of transport and placed directly on the train or, where no physical detachment takes place, when the Load Unit has been inspected by CN. At terminals where Bane NOR performs access control or where the Customer itself places the Load Unit directly in the depot, the unit shall not be deemed taken over until CN has collected and inspected it in the depot. If the Load Unit contains dangerous goods or waste, it shall be inspected by CN before the Customer is permitted to leave it at the terminal.

2.13 Meaning of Delivery

"Delivery" occurs when CN delivers the Load Unit. This occurs either when the Load Unit is placed on the means of transport, inspected by the Customer or the Customer's Representative, or placed in the depot. At ports, Takeover/Delivery of the unit occurs when loading onto or unloading from the wagon is completed.

2.14 Meaning of Transport Liability

"Transport Liability" means CN's liability for the Load Unit and the goods pursuant to Art. 9 during the Transport Liability Period.

2.15 Meaning of Transport Liability Period

The "Transport Liability Period" is defined as the period from Takeover to Delivery, as defined below, cf. Arts. 2.12 and 2.13.

If the Load Unit is taken over by CN before the agreed transport date, the Transport Liability Period shall commence no earlier than the time at which the place of Takeover opens on the transport date. If the goods are not collected on the Arrival date, the Transport Liability Period shall cease upon termination of the CN Agreement (cf. Art. 5.3).

2.16 Meaning of ADR/RID

"ADR" ("Agreement concerning the International Carriage of Dangerous Goods by Road") means the international rules currently in force governing the carriage of dangerous goods by road, as also implemented in Norwegian law. ADR includes requirements concerning classification, packaging, labelling, documentation, vehicles and markings.

"RID" ("Regulation concerning the International Carriage of Dangerous Goods by Rail") means the version in force from time to time of the international regulations governing the carriage of dangerous goods by rail, as set out in Appendix C to the Convention concerning International Carriage by Rail (COTIF, "The Convention concerning International Carriage by Rail"). RID contains substantially the same rules as ADR, but is more specifically adapted to rail transport.

3. SCOPE OF THE AGREEMENT – OBLIGATIONS OF THE CONTRACTING PARTIES

3.1 CN's obligations

CN undertakes:

- To transport the loaded or empty Load Unit tendered for carriage to the agreed place of receipt.
- Before carriage by rail, to load the Load Unit onto the railway wagon, where applicable transship it between two wagons, and unload it from the railway wagon. Cases in which sidings are used without transshipment are excepted. Supplementary provisions relating to ordinary wagonload traffic and Block Trains are appended to these General Conditions of Carriage
- To provide the Customer, or the Customer's Representative, with information concerning any irregularities that occurred while the Load Unit was subject to the CN Agreement
- If the Load Unit does not arrive within the stated time, CN shall immediately notify the Customer and advise the Customer of the reason for the delay if known.

3.2 The Customer's obligations

The Customer undertakes:

- At the agreed time, to deliver the Load Unit to the agreed transshipment location or another agreed location.
- To pay CN the freight charges and fees under the CN Agreement/price list by the applicable payment deadlines
- At its own risk, to connect and disconnect the Load Unit and the road vehicle, in particular to secure and release the fastening devices, and to make all other preparations for transport by rail or road (for example, adjustment of landing legs and side or rear underrun protection on a semi-trailer).
- The driver and any assisting personnel shall wear high-visibility clothing within the terminal area
- The Customer shall monitor loading/unloading. Where loading takes place directly from a railway wagon, the Customer shall assist in ensuring that the unit is correctly positioned on the vehicle. If the Customer remains outside the truck cab during loading and unloading, the Customer shall at all times maintain visual contact with the forklift operator.
- Not to discard waste, such as paper and seals, within the terminal other than in designated waste receptacles.
- Not to enter a Load Unit that has been tendered for carriage unless accompanied by CN's representative

3.3 Designation of representative

A Customer that does not itself deliver or collect the Load Unit shall designate in the agreement, either in a separate written instrument or in the written order, a representative/agent as defined in Art. 2.3

3.4 CN may select the means of transport

CN may freely use a means of transport other than rail. In the case of dangerous goods, this shall be done in consultation with the Customer.

3.5 CSI ports – and securing transport

For transport to ports classified as certified CSI ports (Clean Shipping Index), the Customer shall ensure that a seal securing the Load Unit has been affixed before the Load Unit is tendered at the terminal. If the Customer fails to comply and CN consequently incurs charges relating to a missing seal, CN shall be entitled to charge such fees directly to the Customer.

4. CN – FORMATION AND ENTRY INTO FORCE OF THE AGREEMENT

4.1 Parties to the Agreement
The CN Agreement is between the Customer and CN.

4.2 Use of subcontractors
CN may use subcontractors to perform Assignments for the Customer. CN shall remain the Customer's contracting party even if the subcontractor issues its own order or transport document to the Customer.
For high-consequence dangerous goods (pursuant to ADR/RID 1.10.3), the selection of a subcontractor must be made in consultation with the consignor.

4.3 Entry into force of the CN Agreement
The CN Agreement enters into force when a written order (booking) is signed by CN or CN's representative and by the Customer or the Customer's Representative.

4.4 The Customer's acceptance of conditions
By submitting a written order (booking), the Customer accepts the CN Conditions in force from time to time.

4.5 CN's acceptance for transport
Unless otherwise established, CN's confirmation of the order constitutes confirmation that the transport has been accepted.

4.6 Amendment of timetable. Adjustment of deadlines for loading and unloading times
CN may amend the timetable every six months, cf. the biannual timetable changes made by the railway authorities. CN may cancel trains in the timetable and make such cancellations effective 3 months after notice of such cancellation has been sent to the Customer.

CN may reduce the number of weekly departures during periods of low outbound volume and adjust the deadlines for tender and Delivery (loading and unloading times) 1 month after notice has been sent to the Customer. A shorter notice period may be agreed with the Customer.

Where the railway authorities amend the timetable at short notice and this affects CN's train times, CN shall not be liable to the Customer for the consequences of such changes.

5. CN – TERMINATION OF THE AGREEMENT – STORAGE

5.1 Termination of the CN Agreement

The CN Agreement terminates on the Arrival date, either upon Delivery (cf. Art. 2.13) or, if the Load Unit is not collected, when the transshipment location closes on the Arrival date, but no later than 00:00.

5.2 Storage of Load Unit in depot

If the Customer has no reasonable opportunity to collect the goods on the Arrival date or requires depot space during the period before departure, CN may undertake responsibility for storing the Load Unit (ref. the CN Depot Conditions, cf. Art. 1). The Transport Liability under the CN Agreement shall in any event cease on the Arrival date.

Before the transport date and after the Arrival date, CN may offer storage of the Load Unit (depot space), subject to available depot capacity, in accordance with the CN Depot Conditions. The Customer must itself ascertain availability with CN and agree any depot storage. Storage is subject to the charge specified in the CN Depot Conditions. If the Customer does not collect the Load Unit on the Arrival date and has not agreed storage, the Customer shall be charged the same fee. The Customer is responsible for ordering in writing any additional services required during depot storage.

5.3 Risk during storage of a Load Unit in depot

If, by agreement between CN and the Customer, a Load Unit is stored by CN in a depot during the period before the transport date or after the Arrival date pursuant to Art. 5.2, CN shall not be liable for loss of or damage to the Load Unit or goods occurring during that period. The Transport Liability Period shall in any event commence only upon Takeover and shall in any event cease on the Arrival date, cf. Arts. 2.12 to 2.15 and 5.1.

The Customer shall itself arrange insurance for the Load Unit and the goods.

6. CONDITION OF THE LOAD UNIT, THE CUSTOMER'S LIABILITY

6.1 Information concerning the Load Unit; compliance with laws and regulations

By submitting a written order, the Customer assumes responsibility for:

- Ensuring that the information concerning the Load Unit and the goods, in particular the weight and nature of the goods, is correct and complete. This applies where the Customer itself has registered the information. Where CN has registered information, CN is responsible for the correctness of the information; provided, however, that the Customer remains responsible for the correctness of information whose content originates from the Customer and is recorded by CN.

- Ensuring that all documents accompanying the Load Unit and required by public authorities for inspection purposes are correct and complete.

- Ensuring that all customs documents required by national customs authorities are correctly and completely completed and transmitted to CN within the deadlines specified in the CN Customs Conditions. Furthermore, ensuring that all forms and templates requested by CN are correctly and completely completed and transmitted to CN within the corresponding deadlines specified in the CN Customs Conditions.

- Ensuring compliance with any laws and regulations in the states through which the Load Unit is transported.

- By submitting a written order, the Customer assumes responsibility for paying any costs or penalty charges imposed on CN as a result of breach of the matters regulated in these provisions.

6.2 The Customer's liability for the Load Unit/goods

By delivering the Load Unit to CN, the Customer warrants that the Load Unit is suitable for Combined Transport and that the Load Unit and the goods contained therein satisfy the applicable requirements for safe Combined Transport. The weight of the goods shall be evenly distributed within the Load Unit. The Customer is liable for damage and associated costs incurred by CN's equipment or any third party and attributable to the Load Unit not being suitable for Combined Transport.

For the Load Unit, the term "suitable" in this context means that:

- The Load Unit is technically approved for Combined Transport; i.e. it bears codification markings and/or, if it is an ISO container, is fitted with it/ic markings.
- Top-lift units (upper corner fittings) shall be fitted with a valid safety plate ("Safety Approval Plate") in accordance with the Container Safety Convention.
- Upon delivery, the Load Unit/swap body shall comply with the requirements of Art. 2.7. Load Units shall in fact satisfy the requirements imposed for such approval for Combined Transport and meet the requirements imposed by CN from time to time on Load Units and semi-trailers upon delivery.
- All Load Units shall be subject to an inspection regime under which their safety condition is assessed. This shall include inspection of lifting devices.
- Only units whose lifting devices comply with the requirements of EN 283and 284 and UIC leaflet 596 – 5 shall be tendered for carriage.

The term "safe" means here that

- The condition of the Load Unit and the goods is safe for transport.
- The packaging, stowage and securing of the goods in or on the Customer's Load Unit shall satisfy the requirements for Combined Transport, particularly as regards the transport of liquid or temperature-sensitive goods.
- The weight shall be evenly distributed so that no imbalance arises in the Load Unit during

loading and unloading.

- The weight shall be correctly stated by the Customer.

For transport with CN, the Customer is responsible for compliance with the public laws and regulations concerning load securing in force from time to time, in addition to following the recommendations in "Securing of Loads - Regulations and Guidance", issued by the Norwegian Public Roads Administration for transport in Norway, and the regulations in "Securing of Loads" issued by the Swedish Transport Administration for transport in Sweden. Load securing of 1G in both directions of travel and 0.5 G laterally is required. All doors and legs shall have at least two independent securing devices.

6.3 The Customer's liability for loss and obligation to maintain insurance coverage

The Customer is liable for documented and foreseeable loss suffered by CN and any third party as a result of breach of the requirements of Arts. 6.1, 6.2, 7.2 or 7.3, even if the loss did not arise from the Customer's own act.

As a condition of the CN Agreement, CN may require evidence that the Customer has insurance coverage for all liability arising under the first paragraph.

6.4 CN does not inspect the condition of the Load Unit/goods

CN is not responsible for inspecting the condition or suitability for transport of the Load Unit received, the condition or nature of the goods/packaging (in or on the Load Unit), the stowage or securing of the goods (in or on the Load Unit), information provided by the Customer or accompanying documents.

CN nevertheless reserves the right to conduct random inspections to verify that the load is properly secured and that the Customer has otherwise fulfilled its obligations, including that the correct documents accompany the load. CN will use internally authorised controllers/inspectors for such inspections. To the extent possible, the Customer will be notified before a random inspection is carried out. The Customer shall always be notified where this has been agreed.

CN is entitled to reject for transport any Load Unit and goods that do not satisfy the requirements stipulated in the CN Conditions. CN may also reject any Load Unit and goods having damage/defects that may develop further during the Transport Assignment. At the Customer's expense, CN may remedy such matters for up to NOK 1,500 without notifying the Customer.

6.5 Liability for theft from the Load Unit

The Customer is liable for theft from the Load Unit during carriage that is attributable to inadequate securing of the Load Unit.

The Load Unit shall be locked with FG-approved locks, and its walls shall be made of material that prevents unauthorised persons from gaining access. Where the Load Unit is not secured accordingly, or is otherwise inadequately secured, CN shall not be liable for theft from the Load Unit during the Transport Liability Period.

CN shall not be liable for theft from a Load Unit while it is placed in a depot at a terminal.

6.6 External inspection of the Load Unit upon delivery

Upon Takeover of the Load Unit (ref. Art. 2.10), CN may (but is not obliged to) conduct an external inspection of the Load Unit from ground level and record the information. Even if no written information is provided concerning visible damage to the Load Unit or missing parts when the Load Unit is delivered by the Customer, the absence of such information shall not constitute evidence that the Load Unit was delivered to CN in undamaged and complete condition.

6.7 Inspection of temperature settings

The Customer is responsible for checking the temperature settings upon CN's Takeover (ref. Art. 2.10) of temperature-controlled Load Units. If CN is to provide a power supply to the Load Unit at the terminal and/or during transport, this shall be agreed in writing in advance. CN does not take temperature readings unless this has been specifically agreed in writing with the Customer.

7. DANGEROUS OR PROHIBITED GOODS AND WASTE

7.1 General provisions

Dangerous goods means substances and articles classified as dangerous goods under ADR/RID and subject to the transport rules in ADR/RID.

All transport of dangerous goods shall comply with the national and international laws and regulations governing the transport of dangerous goods in force from time to time (ref. Art. 2.16).

The Customer shall ensure that containers and vehicles used to transport dangerous goods are approved and satisfy the requirements applicable to the transport in question.

7.2 Notification of the transport of dangerous goods

In this Article, “Load Unit” is referred to as “containers and vehicles” (cf. definitions in ADR/RID 1.2.1).

The Customer shall give notice of the transport of “high-consequence dangerous goods” (pursuant to ADR/RID 1.10.3) no later than 24 hours before the scheduled loading deadline for the transport, excluding Sundays and public holidays, so that CN can plan for any restrictions imposed by the infrastructure manager on specific railway sections. High-consequence dangerous goods shall be delivered on the transport date unless otherwise agreed with the individual terminal.

The Customer shall give notice of the transport of dangerous goods not defined as high-consequence dangerous goods no later than one (1) hour before the scheduled loading deadline for the transport.

7.3 Dangerous goods Class 7 (radioactive and prohibited goods)

CN does not accept the transport of dangerous goods Class 7 (radioactive material) above Category I-WHITE, cf. ADR/RID. The substances and products referred to in RID 1.1.4.4 are not permitted for carriage by rail. Furthermore, other substances designated in RID as “not permitted for carriage” are likewise not permitted in Combined Transport by rail.

7.4 The Customer’s obligations

When booking space for containers and vehicles carrying dangerous goods, the Customer undertakes to provide dangerous goods declarations and any special agreements in accordance with the documentation requirements of ADR/RID 5.4.
If documentation is missing or deficient, CN will not accept the unit for transport.
For substances requiring supervision pursuant to ADR/RID, the Customer shall bear the costs associated with such supervision.

7.5 Immediate collection of goods

High-consequence dangerous goods shall be collected on the Arrival date unless otherwise agreed. If containers and vehicles carrying dangerous goods are not collected within 1 hour after the defined commencement of unloading of the train used, CN shall be free to take measures at the Customer’s expense and risk. Such measures include, but are not limited to, storage on the wagon or elsewhere, including any necessary guarding, return, unloading or destruction of the goods and containers and/or vehicles. Where possible, the Customer shall be contacted so that it may give instructions for handling the goods.

7.6 Measures relating to the collection of dangerous goods

Upon request, CN provides information concerning goods that cannot be transported, or can be transported only subject to certain conditions, whether or not the goods are dangerous. This will include, inter alia, special transports requiring special measures to be implemented in order for the transport to be carried out. For goods accepted only subject to certain conditions, a separate supplementary agreement shall be entered into.

7.7 The Customer’s liability and insurance coverage

The Customer is liable to CN for loss suffered by CN as a result of the dangerous or harmful properties of the goods. This applies whether the loss is caused by the goods, inadequate packaging or the condition of the Load Unit, and also to the Customer’s other breaches of Art. 7. As a condition of the CN Agreement, CN may require evidence that the Customer has insurance coverage for all liability arising under the first paragraph.

7.8 Establishment of a security plan
The Customer shall establish a security plan for the transport of high-consequence dangerous goods in accordance with ADR/RID Art. 1.10.3

7.9 Sharing of information between the Customer and CN (Safety and Security).
Both parties shall share safety-related information, such as incident data, risk analyses, audits, etc., including data necessary to evaluate the effect of the standard requirements. CN may also require the opportunity to conduct random inspections. Where CN transmits protected or confidential information, the Customer shall have a system for safeguarding the information in accordance with the requirements imposed by CN from time to time.

7.10 Liability in connection with the transport of hazardous waste
The Customer is responsible for ensuring that the declaration form for hazardous waste (hazardous waste declaration) is completed and enclosed in accordance with the Regulations relating to the recycling and treatment of waste (Waste Regulations), and that the hazardous waste declaration is available for inspection throughout the transport. It is preferable that the Customer be registered in DIWASS ("Digital waste shipment system" – the EU system for transboundary shipments of waste). For transport where the consignor is not registered in DIWASS, the waste declaration shall be enclosed with the order at check-in.

Pursuant to Sections 11 – 12 of the Waste Regulations, CN shall forward the completed declaration form to the party that is to handle the hazardous waste further pursuant to Sections 11 – 6 and 11 – 7. Hazardous waste shall be collected by the Customer within 24 hours after commencement of unloading of the train used.

7.11 Marking of the unit
A Load Unit carrying dangerous goods that is delivered to a terminal shall be marked in accordance with the provisions of ADR/RID for carriage by train. The Customer is also responsible for removing any obsolete hazard markings that do not represent the current load before delivery. In the event of missing or incorrect markings, the Customer will be charged a fee in accordance with the separate price list for fees and supplements.

8. PAYMENT TERMS

8.1 Due date for payment
Payment for the Transport Assignment falls due at the time specified in the Product Conditions. The standard payment term is 10 days from the invoice date unless otherwise agreed and confirmed in writing by CN.

8.2 Default interest and debt collection
In the event of late payment, default interest shall accrue in accordance with the applicable provisions of the Norwegian Act relating to Interest on Overdue Payments. If payment is not made when due, CN reserves the right to refer the claim for debt collection. Any costs associated with recovery shall be charged to the debtor in accordance with applicable regulations.

8.2 Bank guarantee/security
If the Customer is assessed as presenting financial or liquidity risk, CN reserves the right to require the Customer to provide a bank guarantee or equivalent security satisfactory to CN, or alternatively to pay for the Transport Assignment before CN performs it.

8.3 Set-off of claims
The Customer may not set off any claim against CN against CN's outstanding claims against the Customer unless the Customer's counterclaim has been finally determined by judicial proceedings or expressly accepted by CN, and the Customer's claim is not time-barred.

8.4 CN's right to retain the Customer's goods and Load Unit
CN is entitled to retain goods and Load Units in CN's possession as security for any due and unpaid claim held by CN against the Customer. This applies both to claims relating to the goods or Load Unit in question – and to other claims arising from Assignments performed for the Customer pursuant to the CN Conditions.

8.5 Right of retention in the Load Unit/goods where deferment of payment has been granted
The right of retention under Art. 8.4 also applies where the Customer has been granted deferment of payment. The right of retention may be exercised against both the Customer and/or the consignee, irrespective of who owns the Load Unit and goods, and applies to all costs encumbering the Load Unit and goods as a result of the specific transport.

8.6 Changes in prices
If, during the term of the agreement, there are changes in public charges, public orders, or material changes in the price level of other input factors (for example, changes in diesel prices, electricity prices, exchange rates, etc.), CN is entitled to adjust the applicable price during the term of the agreement. The new price shall take effect between the parties 1 month after CN has given written notice of such price adjustment.

If, during the term of the agreement, exceptional operating situations arise in which CN establishes alternative carriage arrangements, CN is entitled to adjust the applicable prices for the duration of the exceptional operating situation. The Customer shall be notified thereof. If the Customer does not wish to use the alternative carriage arrangement, the Customer shall notify CN thereof.

9. CN'S LIABILITY

9.1 Regulation of CN's liability

Art. 9 constitutes an exhaustive regulation of CN's liability to the Customer, except for Art. 5.2, which regulates CN's liability for a Load Unit stored by CN.

CN may, however, amend the company's liability at any time so that it deviates from these CN Conditions, with effect for future CN Agreements. Such deviating conditions shall be kept by CN and published by CN, for example by reference in the price list.

If the Customer wishes to bring a claim directly against CN's subcontractor as a result of loss suffered by the Customer, CN shall assign to the Customer any rights and claims CN may have under the agreement between CN and the subcontractor.

9.2 Load Unit and goods, loss of documents, delayed Delivery

CN is liable for loss of and damage to the Load Unit and goods, and for loss of documents during the Transport Liability Period, provided that the Customer has complied with its obligations under the CN Conditions. The same applies to Delayed Delivery.

Delayed Delivery occurs when the actual carriage time materially exceeds the period that, having regard to the circumstances, it would be reasonable to allow a diligent carrier. CN's delivery times are indicative and do not constitute an agreed delivery time unless specifically agreed with the Customer.

Cancellation of a block train shall not give rise to liability for damages on CN's part where CN offers the Customer a new departure within a reasonable time. If CN cancels a block train and does not offer the Customer a new departure, CN's liability for damages shall be limited to 20% of the freight amount for the train movement, unless CN can arrange a new departure within a reasonable time.

9.3 CN is liable for its own employees and others engaged by CN in performing the carriage

CN is liable for any act or omission in the course of service by CN's employees or others engaged by CN to perform the Transport Assignment as if the act or omission were CN's own.

9.4 Limitations of liability

CN is not liable for delay, total or partial loss or damage if CN proves that it was caused by any of the following circumstances:

- fault or neglect on the part of the Customer or the Customer's representative
- instructions from the Customer or the Customer's representative not caused by fault or neglect on CN's part
- the defective or particular condition or nature of the Load Unit and/or the goods
- missing or inadequate packaging of the goods
- handling, loading, stowage, securing or unloading of the goods and/or Load Unit carried out by the Customer, the Customer's representative or the consignee.
- insufficient, unclear or incorrect statement of the consignee's name and address and the place of Delivery
- damage to landing legs on a semi-trailer or swap body where these were retracted upon Takeover. The Customer shall present the landing legs when tendering the Load Unit
- damage to side or rear underrun protection on a semi-trailer where the Customer has not raised it. CN is released from liability for any damage arising to underrun protection that cannot be raised. Tail lifts and lifts are also defined as underrun protection where they fold beneath the Load Unit and function as underrun protection
- fitted equipment that projects beyond the profile or is positioned so as to impede the rational loading and unloading of the Load Unit
- in the event of delay, loss or damage or another occurrence where circumstances attributable to the Customer and/or the condition or nature of the goods (as referred to in Art. 9.4) are a contributing cause, CN's liability for damages shall be reduced correspondingly to the extent CN proves that such circumstances contributed to the Customer's loss.

CN is not liable for costs incurred in connection with inadequate marking of the Load Unit.

CN has limited liability for rectifying damage to a Load Unit relating to damage to film/decoration, minor dents, tears and paint damage. CN shall cover such damage only up to NOK 2.000 of the costs incurred.

9.5 Force majeure. Further limitations of liability

CN is released from liability if CN proves that delay, total or partial loss or damage was caused by circumstances that neither CN nor CN's subcontractors could avoid and whose consequences they were unable to prevent. CN is further released from liability if circumstances/restrictions occur that CN was unable to prevent and that result in reduced capacity in CN's operating arrangements.

Such circumstances include, but are not limited to, natural disaster, unexpected weather conditions, including avalanches/landslides and the like, strike, lockout, boycott (except local strikes and local lockouts), war, riots, security measures or other measures in response to suspected terrorism, terrorism, mobilisation or unforeseen military call-up of equivalent scope, requisition, seizure, currency restrictions or other measures or restrictions imposed by public authorities, and lack of access to the public railway network and/or public infrastructure.

CN shall notify the Customer of the circumstance and its expected duration. CN reserves the right to invoke the circumstance as a force majeure event also after CN has notified the Customer.

9.6 Mandatory statutory provisions

If it is established that delay, loss or damage occurred while the Load Unit was being transported by a means of transport other than train (for example, truck), CN's liability shall be determined under the applicable statutory provisions governing that mode of transport to the extent they differ from the provisions of the CN Conditions. the agreement. If it is established that delay, loss or damage occurred while the Load Unit was transported by road, this shall be governed by NSAB 2015.

9.7 Liability for damages/weight limitation

In cases other than those referred to in article Art. 9.4, CN's liability for damages in the event of loss of or damage to the Load Unit and/or the goods therein is limited to 17 SDR per kilogram of gross weight of the lost or damaged Load Unit or goods, at the exchange rate prevailing at the time of settlement.

Compensation shall in no event exceed 300 000 SDR per Assignment. If one and the same incident affects more than 6 Load Units (belonging to the Customer and any other customers), aggregate compensation shall not exceed 1 000 000 SDR. In such cases, the amount shall be apportioned among the customers in proportion to the gross weight of their respective Load Units, including goods.

In the event of Delayed Delivery, loss of documents, and any other negligent breach of another contractual obligation, CN's liability for damages is limited to the Customer's documented and foreseeable loss, but in any event to a maximum of 1,2 times the freight amount for the Load Unit.

In the event of loss of documents, CN's liability for damages covers only documents tendered by the Customer for transport together with the Load Unit as required by public authorities (such as customs, veterinary, dangerous goods or other documents).

9.8 Value of the Load Unit/goods

In the event of total or partial loss of goods, the amount of compensation shall be calculated according to the value of the Load Unit and/or goods at the place and time of Takeover, cf. Art. 2.10. The value shall be determined according to the commodity exchange price or, in the absence of such price, according to the market price. If no such price exists, the value shall be calculated according to the ordinary value of goods and/or a Load Unit of the same kind and quality. In the event of damage to goods and/or a Load Unit, CN shall compensate for the diminution in value calculated on the basis of the value of the goods and/or Load Unit, cf. the first sentence of this article.

9.9 Placement of the Load Unit

CN has limited liability for claims attributable to the placement of a Load Unit and rental costs associated therewith. Rental costs associated with such circumstances are limited to the value of the Load Unit.

9.10 Indirect loss/consequential loss, limitation of liability

CN is not liable for indirect loss or consequential loss, including loss of income, delay or stoppage of production, loss resulting from delayed use of the transported goods, and loss of reputation or market share. Nor is CN liable for costs of standing or waiting time, loss of use of Load Units and vehicles used

for tender and Delivery, costs of renting a Load Unit, or costs of substitute transport.

9.12 Claims against CN

Claims for compensation shall be addressed to CN. Claims may be brought only by the Customer, not its representative, and only the Customer may institute legal proceedings.

9.13 Claims on a basis other than the CN Agreement

If compensation is claimed on a basis other than the CN Agreement, CN, and where applicable any person for whom CN is liable under Art. 9.3, may invoke the provisions of the CN Conditions that exclude liability or specify or limit the amount of compensation, including the provisions of Arts. 10 and 11. This does not apply in the event of gross negligence or wilful misconduct by CN or any person for whom CN is liable. Under no circumstances may the Customer claim compensation directly from CN's employees.

10 CONDITIONS FOR COMPENSATION FOR DAMAGE

10.1 Time limits for claims
Any payment of compensation by CN is conditional upon the Customer having given notice, lodged a complaint and submitted a claim for compensation within the time limits prescribed by Art. 10. Otherwise, all claims against CN shall lapse. Limitation is separately regulated by Art. 10.7.

All claims for compensation shall be submitted to CN in writing and accompanied by the necessary documentation.

10.2 Notice of visible loss or damage
In the event of visible loss or damage, the Customer, or the person collecting the Load Unit on the Customer's behalf, must notify CN's representative at the place of arrival, transshipment location or place of receipt, or, where applicable, the person delivering the Load Unit. Upon notification, CN will register a damage report digitally in its internal damage application. This also applies to visible damage to a seal or other sealing device.

The right to complain in respect of visible damage or loss shall lapse if the Customer or the Customer's representative accepts the Load Unit upon Delivery without giving such notice before the Load Unit leaves the terminal or transshipment location.

10.3 Damage report
In the event of visible damage to or loss of goods or a Load Unit, CN's local representative shall complete an internal damage report. The Customer may receive a copy upon request.

10.4 Damage assessment
If the parties do not agree on the extent of the damage or loss, each party is entitled, at its own expense, to appoint an independent surveyor.

10.5 Complaint concerning non-visible loss or damage Damage assessment
In the event of loss or damage that is not visible and is first established after Delivery, the Customer or its representative must:

- complain in writing as soon as possible after the damage/loss is discovered. The complaint must be received by CN within 7 days after Delivery of the Load Unit.
- permit inspection of the goods and the Load Unit, to be recorded by CN or CN's representative.
- ensure the preservation of all evidence that the loss or damage arose during the Transport Liability Period
- In the event of burglary/theft, the Customer shall immediately report the matter to the police. Where burglary/theft is discovered during the Transport Liability Period, CN shall report the matter to the police and notify the Customer.

10.6 Time limit for complaints relating to damage to goods and the Load Unit
In the event of damage to goods and the Load Unit, the Customer shall notify CN of any claim within 90 days after the CN Agreement enters into force. The Customer shall submit its claim within 8 months after the CN Agreement enters into force, but in cases covered by Art. 10.6, within 40 calendar days after the CN Agreement enters into force.

10.7 Time limit for complaints, other breach of agreement
In the event of loss resulting from a breach of the agreement other than that described in Art. 10.6, for example Delayed Delivery or loss of documents, the Customer must complain to CN in writing within 21 calendar days after the Arrival of the Load Unit. Claims shall be submitted within 40 calendar days after the CN Agreement enters into force.

10.8 Invoicing and settlement of compensation for damage
Invoicing of compensation for damage is conditional upon CN having acknowledged liability in writing

in advance. The invoice shall be marked with the case number assigned in connection with notification of the claim to CN. All claims the Customer may have against CN as a result of transport under the CN Conditions shall be time-barred one year after the CN Agreement enters into force, unless otherwise provided by mandatory legislation (cf. Arts. 9.7 and 11.2).

11 FINAL PROVISIONS

11.1 Forum for disputes

The forum for all disputes between the Customer and CN shall be the court at the place where CN has its registered head office, irrespective of which party is the claimant. Proceedings against the Customer may also be brought where the Customer has its office.

11.2 Governing law

Disputes arising from the CN Conditions shall be governed by the law of the country in which CN has its registered head office, unless otherwise agreed in writing.

11.3 Effect of CN refraining from enforcing rights

If CN, in an individual case, refrains from enforcing its rights in a judicial or extrajudicial dispute, this shall have no precedential effect in other similar cases.

11.4 Total or partial invalidity of individual provisions

The total or partial invalidity of individual provisions shall not affect the validity of the remaining provisions of these CN Conditions.

11.5 Norwegian language to prevail in the event of interpretive doubt

If the CN Conditions are available in a language other than Norwegian, the Norwegian text shall prevail in the event of doubt as to interpretation.

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