

# GENERAL SALES AND TRANSPORT CONDITIONS

English version - 1st January, 2013

In case of discrepancy in the translation, the French version shall prevail.

SNCF Trading conditions can be consulted on our web site <http://fret.sncf.com>

## A – General terms

### 1. Scope

1.1 The General Conditions govern the relations between SNCF and its clients, for all services contracted. They are supplemented by the Rates, and in some cases by Special Conditions, and by special agreements made with the clients. Ordering of a service implies acceptance of the General and Special Conditions and the Rates.

1.2 The client's agreement to the contract for transport or to any other contract concerning execution of a given service implies application of all the provisions above in force.

1.3 In any event, these general and special conditions override the clients' general conditions, unless a special agreement contains an express provision to the contrary.

### 2. Special agreements

2.1 Special agreements, whether designated as conventions, contracts, agreements or otherwise, depending on the case, referring to these General Conditions, and if applicable to Special Conditions, can be made by SNCF with its clients for a specific purpose.

2.2 Unless otherwise stipulated, these agreements are signed for an indefinite period. They may be terminated at any time by either one of the parties, providing a two-month advance notice.

2.3 Financial terms of these agreements will be renegotiated annually and may be terminated without notice by either one of the parties if, on the anniversary date of the contract, the parties have not reached agreement on the financial terms for the following contract year.

2.4 In any event, these agreements can be terminated by either one of the parties if the other party does not perform its obligation.

In this case, termination shall take effect thirty days after reception by the defaulting party of a formal notice to remedy its non-performance and may give rise to compensation.

### 3. Saving clause

If the economic, political, financial or technical conditions that presided at the signing of a special agreement should change so as to upset its equilibrium, new conditions satisfactory to both parties will be negotiated. In case of failure to reach an agreement within two months following notification by the wronged party to the other party of the request to negotiate new conditions, the wronged party may terminate the contract immediately, without conferring a right to compensation.

### 4. Invoicing and Terms of Payment for Invoices

4.1 The amounts invoiced are calculated, depending on circumstances, either from the list of applicable prices (ex VAT) included in the Rates, or at the price agreed with the client beforehand, to which amounts the VAT, as applicable at the time of invoicing, is added. These amounts are rounded up, where necessary, to the next cent.

4.2 Depending on the service provided, payments shall become due as from acceptance for carriage, as from availability upon arrival, or as from carrying out the service that is the subject of a specific item for transport expenses in an invoice. However, a period of 10 days to make payment is allowed without formality, counting from the date of the invoice.

A twice-monthly account statement can be provided for regular clients. In this case, payment shall be made within 15 days following the date of this statement as indicated on the invoice.

In all cases, the invoice is deemed to be a demand for payment.

4.3 SNCF does not grant a discount on advance payments.

4.4 All sums due that have not been settled by the contractual due date shall incur late payment charges based on the current refinancing rate of the European Central Bank raised by ten points, and a 40-euro lump sum compensation for recovery costs.

Furthermore, if a formal notice to pay proves ineffective, the contract shall be lawfully terminated and all outstanding sums owned by the client subject to the terms of payment shall immediately become due for payment. In any event, SNCF reserves the right to subject any new service to advance cash payment.

4.5 All errors in the amount invoices, shall entitle remedy, on evidence, if the error exceeds the amount stipulated in the Rates.

4.6 Sums paid by SNCF to its clients shall be credited to a bank account nominated by the client.

4.7 In the event of any modification or cancellation of an order, the penalties stipulated in the Special Conditions, a special agreement or the rates shall be applied.

### 5. Claims and disputes

5.1 In the event of claims or disputes, the parties will strive to reach an out-of-court agreement.

5.2 In the event of legal proceedings, the courts which shall have jurisdiction, shall be determined according to the following criteria :

- Loss and damages to goods: place in which it was reported ;
- Accident : place of the accident ;
- Damages to wagons : unless express provisions to the contrary, place where the defendant has its seat.
- Dispute relating to a private siding: place of the concerned site ;
- All other cases: courts of Paris.

### 6. Other provisions

#### 6.1 Confidentiality clause

SNCF and its clients agree to keep confidential the information contained in the contracts or exchanged in the course of their negotiations. The duty of confidentiality remains in force one year after the termination of the contracts.

#### 6.2 Substitution clause

SNCF is entitled to substitute itself, in all or part of its rights and duties concerning contracts agreed by the clients, one or several companies SNCF would hold, in accordance with article L.233-3 of the French "Code de commerce". In case of substitution, SNCF would remain jointly responsible for the good execution of the commitments by the substituted company (companies), according to the terms of the contracts.

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## B – Provisions concerning transport

### 7. Applicable law

**7.1** As concerns both domestic and international transport, relations between SNCF and its clients are governed by the uniform rules concerning the contract of the international carriage of goods by rail (CIM), Appendix B to the Convention concerning the International Carriage by Rail (COTIF 1999), and if applicable by these General Conditions, by Special Conditions, or by special agreements made with the clients.

**7.2** However, for domestic transport completed in France the provisions of French law remain applicable as concerns the responsibility of the common carrier for loss and damage, the reporting of the damage and the time limit for lodging a claim (articles L 133-1, L133-3 and L 133-4 and L133-6 of the Code de Commerce).

**7.3** The conditions for exercising claims and compensation are those set out in the CIM.

The compensation limits are as follows:

- Loss and damages: usual value of goods on the day and at the place where the goods were taken over by the carrier, to the exclusion of all other damages, for a maximum of 17 SDRs per kilogram of missing or damaged gross weight,
- exceeding the transit period : four times in the carriage charge, for all damage, including any resulting damage to the goods.

In case of contradictions between the CIM and the General and Special Conditions, the latter prevail.

**7.4** Compensation is reduced by one third if the client requires the destruction of the thrown-away goods or forbids salvaging them.

### 8. Contract of transport

**8.1** The contract of transport is evidenced by an electronic consignment note completed by the consignor. In the cases agreed with the customer, a consignment note can be common to several wagons. The consignment note must be passed on before the delivery of the consignment, according to the conditions mentioned in the particular agreements.

The conditions of routing of the empty wagons as means of transport are planned in the particular Conditions "Use of wagons".

**8.2** Cash-on-delivery consignments, disbursements, declaration of value and declaration of interest in delivery are not accepted.

### 9. Transport performance

**9.1** Transport shall be performed in railways wagons supplied by SNCF or the client. The conditions for supply and use of wagons by SNCF shall be specified in the Special Conditions "supply of wagons" and "use of wagons".

**9.2** Transport of Intermodal Transport Unit (UTI), train load freight, carriage of rolling goods, forwarding of empty wagons as a means of transport, special consignments are subject to Special Conditions.

**9.3** Consignments shall be taken over and delivered, depending on the case, at/to train stations, at/to private sidings, at/to intermodal transport sites, at/to harbour facilities, or at/to clients' premises. If necessary, situations falling under this category shall be dealt within Special Conditions.

**9.4** SNCF may entrust transport performance, totally or partially, to one or more other common carriers. SNCF shall inform the client at the client's express request.

**9.5** The contract for transport originates when a transport order has been sent by the client, when this order or in some cases a delivery has been accepted, when the related transport documents have been drawn up, when the consignment has been delivered at the agreed point and agreed by SNCF. The contract for transport terminates at the delivery of the consignment to the consignee. This delivery shall be deemed effective once the wagons have been brought to the agreed point of delivery.

### 10. Loading and unloading

**10.1** The loading operations (e.g. loading proper, securing, sheeting, keeping of goods until signing of contract for transport or in some cases of warehousing contract) shall be performed, unless otherwise specified in a special agreement, by the consignor, under its responsibility, in compliance with the mandatory provisions of the UIC loading directives, of which the clients are informed. The consignor shall guarantee that, under normal transport conditions, the safety of the railway system is ensured, that the load is not liable to bear prejudice to either SNCF or third parties, and that the consignment can withstand the duration and requirements of transport without suffering damage. The consignor is responsible for supplying the loading and safety tackles required for securing and sheeting.

**10.2** Consignments containing dangerous goods shall be admitted for transport subject to the reservations and conditions stipulated by the laws and regulations in force, namely the "Arrêté RID" and the Regulations Concerning the International Transport of Dangerous Goods by Rail (RID). Indications which are specific to satisfying the stipulations of these documents shall be supplied by the consignor in support of the contract for transport. SNCF is not required to check whether this information is accurate or adequate.

**10.3** SNCF can refuse to transport tank wagons or tank-UTIs containing fluids that do not fill the entire capacity, "dome excluded". However, the fill rate set by the RID applies to wagons and UTIs filled with fluids that are covered by these regulations.

**10.4** SNCF is guarantor of the weight declared by the consignor, or reported by itself or by another common carrier, unless it is established that any difference found is due to a mistake, an inaccurate statement by the consignor, or an inherent defect of the good.

**10.5** Loaded wagons of the "closed" or "tarpred" type, an intermodal transport units (UTIs), must be handed over for carriage sealed by the consignor.

The brands and seal numbers must be mentioned by the consignor on the contract for transport.

**10.6** SNCF shall perform recognition of the consignments as they were presented by the consignor when anomalies as concerns the implementation by the consignor of the UIC loading directives. This recognition is performed from the outside and according to conditions under which a person standing near the wagons could perform it.

**10.7** Costs borne by SNCF due to a defective load or to a hazardous goods incident are invoiced to the consignor according to the terms stipulated in the list of Rates.

**10.8** Except by special agreement, unloading (e.g. unloading proper, unsecuring, unsheeting, reinstallation of moving parts and removable accessories, removal of remnants of goods and securing pieces, if applicable) is the responsibility of the consignee, which must put the wagon back in sound condition, in compliance with the mandatory provisions of the UIC loadings directives.

**10.9** If loading or unloading is performed on loading or unloading sidings, it shall be performed directly from road vehicle to rail wagon, or vice versa.

The consignor or consignee is responsible for the consequences of temporarily leaving the goods on the ground, and for any resulting soiling of the loading or unloading areas or access routes.

### 11. Transit periods

**11.1** The applicable transit period shall be that agreed with the client. The transit period mentioned in a particular agreement is considered agreed or, failing that, that indicated at the acceptance of the order of transport or the delivery of the consignment.

**11.2** If no transit period is indicated, the transit periods shall be those set out in the CIM. The transit period begins when the consignment is handed over, at noon at the earliest. Consignment shall be delivered, at the latest, to the first useful service siding following expiration of the transit period.

### 12. Subsequent orders and instructions

Any change to the contract for transport in progress must be covered in a written order transmitted to the SNCF "Centre de service Clientèle". Invoicing shall be based on the client's new request. To this are added the modification fees stipulated in the list of Rates, if the change is related to the destination.

Reshipment of a consignment that has already reached its destination is considered in all cases to be a new consignment.