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### APPENDIX A: DEFINITIONS

#### 1. Introduction

To clarify agreements 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, which is the full responsibility of the customer, 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 requests and guidelines can be defined in cooperation with EGS but can never differ from the Terms and Conditions of EGS. Please contact the EGS Customer Service or Sales department for further information.

All actual surcharges and costs can be found at the [EGS Surcharges](#).

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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 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 address will be considered as not received. The e-mail addresses of the EGS booking locations can be found in chapter 7 of this document. Alternatively, these requests and bookings can be sent to EGS using the EGS booking templates and 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 within 4 hours during opening times, feedback to the Customer. In case the Transport Request is possible, EGS will make a reservation on the specific modality. This reservation is only valid for 24 hours in working days. If the Customer decides to make use of this reservation within the given 24 hours, the Customer needs to send the Transport Booking accompanied by the reservation mail as attachment. In case the Customer does not send the Transport Booking within 24 hours, the reservation will be cancelled by EGS without any notice.

### 2.2 Transport Bookings

For processing of Transport Bookings, it is required that all relevant details are provided at the time of submitting the Transport Booking. Within the booking process, EGS differentiates three types of Transport Bookings, namely:

- Import Booking - Deepsea port → Hinterland
- Export Booking – Hinterland → Deepsea Port
- Port Transfer – Shunting of containers between two terminals. (Full and Empty)


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

### 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



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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. Apart from that, the pickup, delivery, loading and/or discharging references have been sent to EGS.

In case of an Export Booking, the Export Booking number from Carrier must be known at the deepsea terminal before Cargo Opening Deepsea Vessel. Relevant customs documentation must have been registered, by the customer, at the export terminal before Cargo Opening Deepsea Vessel and in case export container will be delivered at inland terminal after Cargo Opening Deepsea Vessel, Export customs document must have been registered latest at gate in date inland terminal.

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. In case Export customs documentation has not been registered at all and export containers cannot be discharged in carrier stock, EGS has the right to discharge container in own stock and to charge all extra costs which occur to customer.

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. Will be charged to the customer.

### *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 and free to move 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 pickup or return empty containers from or to an empty depot, the Customer must ensure that the container is released or will be accepted at the empty depot. If costs arise because e.g. the container is not released or accepted at the empty depot EGS has the right to charge all additional costs to the Customer.

Please note that waiting costs will start directly from the moment EGS is not able to pick up or deliver the container from or to a depot, due to not being released/ accepted or incorrect information.

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 terminals and 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.

If a container can not be delivered at a terminal or depot, because of unfeasible slot times, EGS has the right to bring the container to a hub terminal/depot to ensure the schedule of the barge. All additional costs charged to EGS (handlings, storage, extra transport) will be forwarded to the Customer. EGS will inform the Customer as soon as possible.

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## 2.4 Customer reporting

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

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, it is Customer's responsibility, at all times, to provide EGS with all relevant data in time of any closure.

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

## 3. Services

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

### 3.1 Custom services

#### *Extended Gate Services*

EGS offers the Extended Gate Service at Duisburg, Venlo and Willebroek. 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 Service:


- 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 to clear the EGS Customs administration
- Excisable goods such as alcohol and tobacco are excluded from this service due to the high value risk

#### *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 EGS is able to start this service, EGS needs a signed Guarantee Agreement, signed by a person who is authorized to represent your company. EGS also needs an extract from the Chamber of Commerce (eventually provided with additional documents) which shows this authority. After receipt of these documents, EGS is pleased to startup this service for you.

#### *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 EGS needs the following data accompanied with your booking:

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

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

## 3.2 Trucking Services

### 3.2.1 Local tucking

If the Customer wants to make use of one of the following trucking services, the Customer needs to indicate the trucking type in the Transport Booking:

1. Trucking based on **Live Load** (or discharge) including a free period of time, is the standard trucking service, unless specified in the booking.
2. 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. A minimum amount of 10 containers is required (2 deliveries per day) for Drop & Swap Service.
  - If the amount of deliveries per week is less than 10, the latest delivery of the order will be charged as drop & collect.
3. 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.

Truckorders can be cancelled without costs, till 13:00 hours the working day before delivery. If a Truckorder is cancelled after 13:00 hours 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.

EGS plans pickup/delivery at a terminal or depot with a free time of 30 minutes. After these 30 minutes, waiting costs will be charged for every beginning half hour.

### 3.2.2 Additional trucking Services

- Multistop (No extra stop is EGS' standard option): a multistop will always be charged according to agreement.
- Depot terminals outside EGS network: additional costs will be charged
- Other additional services: Chassis Rental, Interim storage, Tilt Chassis, Side Loader and other are upon request.

#### Multistop:

A multistop is a fourth stop in a trucking order. The standard costs for a multistop are exclusively when no extra kilometers have to be made to reach the fourth stop. If extra kilometers have to be made, on top of the costs for a multistop, the extra kilometers will be charged.


#### Liveload

Liveload means that the truck driver and his truck remain present during the discharging/loading process. Free time for discharging/loading is 2 hours.

#### Drop & Swap

Drop & Swap is only offered with a regular based volume of containers during a longer period. The minimum weekly amount of containers per week is 10, divided over 2 deliveries per day and over a period longer than 4 weeks.

The truck driver drives between terminal and warehouse bringing a container on chassis B and directly picking up a container on chassis A. Free time for drop & swap is 0,5 hour. If the duration of the orders is less than 4 weeks, all but 1 transport will be invoiced as drop & swap, 1 transport will be invoiced as drop & collect if 1 truck is needed to fulfill the order. If 2 trucks are needed to fulfill the order than all but 2 transports will be invoiced as drop & swap and the 2 remaining transports will be invoiced as drop & collect.

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### Drop & Collect

Drop & Collect is offered when a lot of time is needed for discharging/loading a container.

The truck driver delivers a container on chassis A and comes back on another time/day to pick up the container on chassis again. Free time at the warehouse is 0,5 hours per visit.

### Temporary stops with accepting containers at inland terminals

An inland terminal is entitled to announce an acceptance stop of containers at any moment, to protect its operational activities. If an acceptance stop is communicated by an inland terminal and containers can not be delivered at the inland terminal, the customer is responsible for costs that occur due to this matter, f.e. interim storage. If a customer arranges its own trucking, EGS has no obligation to provide interim storage.

### 3.2.3 Shunting services

In addition to our intermodal portfolio EGS offers shunting services from and to the deepsea terminal within Port of Rotterdam. More info: [EGS Surcharges](#)

## 3.3 Containers

### 3.3.1 Standard

Below overview shows the type of containers that EGS will accept, or are upon request.

Status	Type	Comments
Standard	20ft   40ft	Accepted
Special	45ft	Accepted but with capacity limitations
	23ft   26ft   30ft	On request
	Other	On request

### 3.3.2 Heavy weight

In case a container contains 27 ton incl. tara there will be an heavy weight surcharge. The surcharge can be found in the agreement.

### 3.3.3 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 waste is in principle excluded from transportation, handling and storage.


In some cases Annex7 documentation is required. It is the full responsibility of the customer to make sure the document requires all mandatory dates. Also it must be undersigned by the customer.

### 3.3.4 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 which resorts under ADNR / IMO regulation, EGS points out that storage at most inland locations is restricted. At all the terminals in Bayern

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containers are allowed to be stored for a maximum of 24 hours. 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 ADN/IMO regulations may differ. For detailed information please visit the EGS [website](#), or contact the EGS Customer Service or Sales department.

Additionally, it is required that the customer assures containers containing hazardous cargo are labeled correctly before and during transport and that they are accompanied by the legally required IMDG documentation for each container number. When a container is not labeled 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. 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.

### 3.3.5 Operating reefer containers

Reefers can be plugged on most of the EGS barges. Reefer containers cannot be connected during rail transport. In case a wagon with unconnected reefer containers is removed from a wagons-set, during rail transport, ordered by local authorities, EGS has no responsibility of any damage caused by this event. Most inland locations offer power plug-in and monitoring. For more details please 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. EGS has no responsibility over the settings of the reefer container.

### 3.3.6 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. In case of rail or barge transport, there is no visual check possible. In case of trucking, a visual check will be done by the truck driver. However, it is only a visual check: if a container is badly damaged and whether it is the right size type. Conditions like, clean, dry, or small damages will not be checked and are not the responsibility of the truck driver and therefore not the responsibility of EGS. Additional costs that might arise due to bad condition of container are for account of 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 has to be sent to EGS CS team 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 Transport Booking is adjusted after the Data Closure, and because of the adjustment the container needs to be replanned to another voyage, EGS will charge Dead freight, as described in Appendix A. EGS reserves the right to charge an admin fee of € 25 in case of >3 adjustments in existing bookings.

### 4.2 Booking cancellations / Time window adjustments

In case the Customer wants to cancel a Transport Booking with EGS or adjust (a) time window(s) of a Transport Booking with EGS, EGS CS team needs to be notified as soon as possible by e-mail. Cancellations and adjustments are free of charge, depending on on modality and when cancellation / adjustment is received:

- Truck cancellation / adjustment: 1 workingday before delivery, latest 11.00 hours.
- Train & barge cancellation / adjustment: Dependable of the volume as mentioned in below schedule:

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

If more teu is cancelled or adjusted by the customer EGS will charge 80% Dead freight.

In case the Data Closure has passed and a container is cancelled / adjusted, EGS will charge Dead freight, as described in Appendix A. In case the container has already been loaded on a mode of transport, a cancellation is not possible anymore and full charges are applicable.

#### **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 will 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 has no responsibility regarding lead times that were agreed on.

#### **4.4 Picking up containers on the day of arrival in the hinterland**

EGS will not accept any waiting hours or Dead freight costs in case of a pickup by the customer at inland terminals (in Southern Germany and Austria only) on the day of arrival.

#### **4.5 Discharging containers at a “Congestion Hub”**

The Customer determines at which terminal the container(s) 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.


#### **4.6 Damages to cargo and/or container**

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

- Promptly inform the Customer after notice
- Mention the full extent of the damage on an interchange receipt
- If a Warehouse notices damage to a container and therefore declines the container, a container can be transported to the nearest depot for an emergency repair. This will only be done if this is instructed by the Customer. All costs for transport and repair are for the expense of the Customer

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 term is 30 days after invoice date. EGS, under no circumstances, accepts 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](mailto:claims@europengatewayservices.com).

## 6. Bookings and EGS conditions

By booking an order you accept the applicable terms, conditions and prices.

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## 7. Operational & Sales contact details

### Rotterdam

Europaweg 875  
3199 LD Rotterdam, The Netherlands  
Telephone: +31 (0)181 27 8308  
E-mail: [customerservice.rtm@europeangatewayservices.com](mailto:customerservice.rtm@europeangatewayservices.com)

#### Office Hours:

Monday – Friday: 07:30 -17:30

#### Sales (General)

+31 (0)181 278195  
E-mail: [info@europeangatewayservices.com](mailto:info@europeangatewayservices.com)

### Duisburg

Alte Ruhrorter Straße 20  
47119 Duisburg, Germany  
Telephone: +49 (0)203 80 90 6200  
E-mail: [customerservice.dui@europeangatewayservices.com](mailto:customerservice.dui@europeangatewayservices.com)

#### Office Hours:

Monday – Friday: 07:30 -17:30

Inside Sales Duisburg  
+49 203 80906311  
E-mail: [sales@hutchisonportsduisburg.de](mailto:sales@hutchisonportsduisburg.de)

### Venlo

Celsiusweg 30  
5928 PR Venlo, The Netherlands  
Telephone: +31 (0)77 387 0980  
E-mail: [customerservice.vnl@europeangatewayservices.com](mailto:customerservice.vnl@europeangatewayservices.com)

#### Office Hours:

Monday – Friday: 07:30 -17:30

#### Sales (General)

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### Willebroek

Victor Dumonlaan 12  
2830 Willebroek, Belgium  
Telephone: +32 (0)3 880 27 13  
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#### Office Hours:


Monday – Friday: 08:30 -16:30

Inside sales Willebroek  
+32 38802714  
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## Appendix A: Definitions

<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>	In order for EGS to arrange and execute the transportation by this time all administrative requirements 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 Time of departure of an intermodal service (i.e. rail or barge) at the specified location.
<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.

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<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 full & empty containers between two terminal facilities within a seaport area.
<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.