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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 Hutchison Ports Europe Intermodal (hereafter *HPEI*). A proper and timely exchange of information, which is a mutual responsibility of the customer and HPEI, 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 HPEI [website](#). Specific customer requests and guidelines can be defined in cooperation with HPEI but can never differ from the Terms and Conditions of HPEI. Please contact the HPEI Customer Service or Sales department for further information.

All actual surcharges and costs can be found at the [HPEI 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 HPEI with regards to Bookings. In order to manage the order in a sufficient way, all requests, bookings and other relevant e-mails must at all times be sent to the general e-mail addresses of the HPEI booking locations. E-mails that are sent to personal e-mail address will be considered as not received. The e-mail addresses of the HPEI booking locations can be found in chapter 7 of this document. Alternatively, these requests and bookings can be sent to HPEI using the HPEI booking templates and EDI.

2.1 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 Request may be sent to HPEI. After validating the Request, HPEI will provide within 4 hours during opening times, feedback to the Customer. In case the Request is possible, HPEI 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 HPEI without any notice.

2.2 Bookings

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

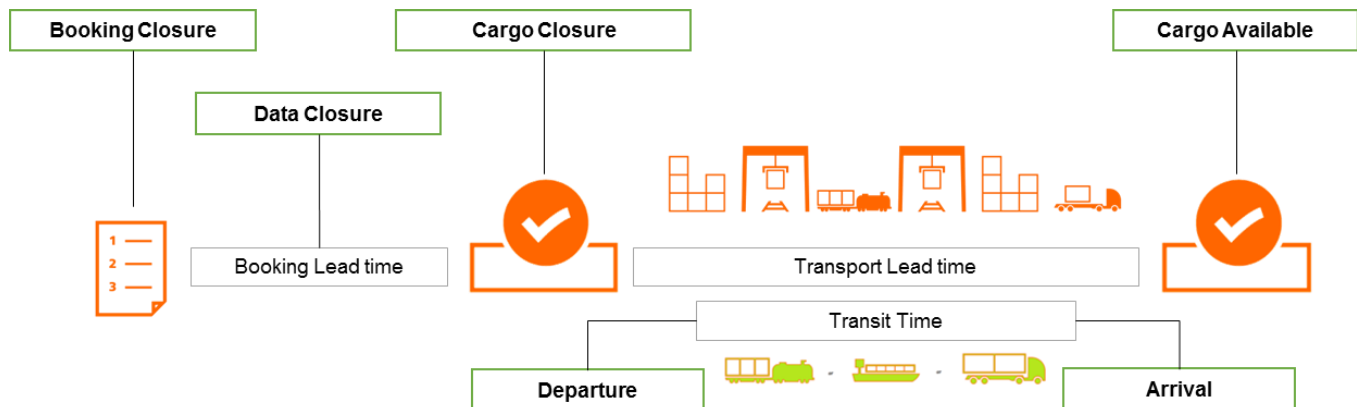
- Import Booking - Deepsea port → Hinterland
- Export Booking – Hinterland → Deepsea Port
- Port Transfer – Shunting of containers between two terminals. (Full and Empty). In case of shunting extra costs will occur and will be charged to the booking party.

The Customer is responsible to provide all relevant information in the Transport Booking. HPEI will pro-active inform the customer about missing data. 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



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 manage a Booking, HPEI needs to receive the Booking before the Booking Closure. If desired HPEI 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 HPEI. HPEI is responsible to inform the customer in this way, that the customer is able to provide the needed data. At all times, the Customer is responsible to provide all relevant information, HPEI will plan and execute according to this information. In case mandatory booking information, as specified in Appendix A, is missing, incomplete or incorrect and Customer has been informed in time by HPEI, a Booking cannot be processed by HPEI and HPEI has the right to cancel the reservation for the Transport Booking. After receiving the booking, HPEI customer service guarantees that the booking is handled within 4 hours (within the opening hours of the customer service office).


Data Closure

Before the Data Closure the Customer should have fulfilled all administrative requirements in order for HPEI to plan and execute the transportation. HPEI will pro-active inform Customer about missing Data at least 4 hour before Data Closure. This means that the cargo must have been released and if applicable release rights have to be given to HPEI. Also the cargo 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 HPEI. Apart from that, the pickup, delivery, loading and/or discharging references have been sent to HPEI.

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, though Customer has been informed properly by HPEI, HPEI 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, HPEI has the right to discharge container in own stock and to charge all extra costs which occur to customer.

HPEI 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.

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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, HPEI has the right to cancel the container on the planned voyage and charge Dead freight, as described in Appendix A.

If HPEI has to pickup or return empty containers from or to an empty depot, HPEI will check if 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 HPEI has the right to charge all additional costs to the Customer.

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

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

2.4 Customer Reporting

In order to inform parties concerned about the planning and executional status of transport orders, HPEI 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 HPEI 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 HPEI 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

HPEI offers the Extended Gate Service at Duisburg, Venlo and Willebroek. As part of this service, HPEI 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

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- The Customer is always responsible for the proper follow-up to clear the HPEI 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 HPEI is able to issue a T1 Customs document for your import containers arriving at deepsea terminals in the Port of Rotterdam and Antwerp. Before HPEI is able to start this service, HPEI needs a signed Guarantee Agreement, signed by a person who is authorized to represent your company. HPEI also needs an extract from the Chamber of Commerce (eventually provided with additional documents) which shows this authority. After receipt of these documents, HPEI 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, HPEI takes care of the registration process via the Rotterdam Port Community system Portbase. In order to register the document HPEI needs the following data accompanied with your booking:

- 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 HPEI 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 (2 hours), 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 changed without costs, till 11:00 hours the working day before delivery. If a Truckorder is cancelled after 11:00 hours the working day before delivery, HPEI has the right to charge 100% Dead freight. When an order needs shunting to connect the container to an HPEI 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.

HPEI 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 HPEI' standard option): a multistop will always be charged according to agreement or find more info via: [HPEI Surcharges](#)
- Depot terminals outside HPEI network: additional costs will be charged
- Other additional services: Chassis Rental, Interim storage, Tilt Chassis, Side Loader and other are upon request.

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Multistop:

A Standard truckorder contains 3 stops. Every extra stop is a multistop. The costs charged for a multistop are based on no extra kilometers. 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.

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, HPEI has no obligation to provide interim storage.

3.2.3 Shunting services

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

3.3 Containers

3.3.1 Standard

Below overview shows the type of containers that HPEI 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 HPEI 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 HPEI. It is the responsibility of the Customer to provide all relevant information, licenses and documents in order for HPEI 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.

Per location in our network it differs what kind of waste is possible, please contact your local Customer Service for more information.

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3.3.4 Hazardous cargo

HPEI 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, HPEI points out that storage at most inland locations is restricted. At all the terminals in Bayern 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 ADNR/IMO regulations may differ. For detailed information please visit the HPEI [website](#), or contact the HPEI 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 labelled correctly to transport via rail or barge HPEI 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 HPEI 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 HPEI barges. Reefer containers cannot be connected during rail transport. In case a wagon with unconnected reefer containers is removed from a wagons-set, during railtransport, ordered by local authorities, HPEI 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 HPEI 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. HPEI has no responsibility over the settings of the reefer container.


3.3.6 Empty containers

HPEI 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 HPEI 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 HPEI. 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

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4.1 Booking adjustments

In case the Customer wants to change a Booking, this information has to be sent to HPEI CS team before the Booking Closure. An adjustment of a Booking after the Booking Closure might lead to cancellation of the 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, HPEI will charge Dead freight, as described in Appendix A. HPEI reserves the right to charge an admin fee of € 25 in case of >3 adjustments in existing bookings.

4.2 Picking up containers on the day of arrival in the hinterland

HPEI 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.

4.3 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, HPEI will manage, together with her operators, 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 the operator used by HPEI, HPEI 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 HPEI without prior consultation with or consent from the Customer. If requested by the Customer, HPEI can provide evidence that it was not possible to comply with the agreed Cargo Closing time within the sailing schedule afterwards.

4.4 Damages to cargo and/or container

In the event of damages to or loss of the cargo/container during managing the booking by HPEI, HPEI 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, HPEI 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. HPEI, under no circumstances, accepts deduction on 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.intermodal@hutchisonports.nl

6. Bookings and HPEI conditions

By booking an order you accept the applicable terms, conditions and prices.
The service of Intermodal Forwarding is executed based on the Dutch Forwarders Conditions (LINK)

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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@hutchisonports.nl

Office Hours:

Monday – Friday: 07:30 -17:30

Sales (General)

+31 (0)181 278195
E-mail: sales.nl@hutchisonports.nl

Appendix A: Definitions

Arrival Time of arrival of an intermodal service (i.e. rail or barge) at the specified location.

Booking Closure The moment in time all relevant booking information about the order should be available to HPEI. This information is available on the HPEI website.

Booking Confirmation A confirmation sent by HPEI to the Customer after receipt and processing of the Booking which indicates a formal agreement to execute the Transport Booking under the conditions agreed in the network agreement between the Customer and HPEI. Customer is requested to verify correctness and completeness of the Booking Confirmation at all times.

Booking Lead time The time lapse between Booking Closure and Cargo Closure.

Cargo Available 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.

Cargo Closure 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 HPEI website.

Data Closure In order for HPEI to manage 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 HPEI. This information is available on the HPEI website.


Dead freight 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.

Rail	Barge	Truck	Comments
80%	80%	100%	Data and cargo closure can be found via
Data Closure, cargo closure, change of booking	Data Closure, cargo closure, change of booking	After 11:00 the working day before delivery	schedules HPEI.

Delivery Window Earliest and latest date and time within which the container must be picked up by HPEI. Information is provided by the Customer
Time of departure of an intermodal service (i.e. rail or barge) at the specified location.

Export Booking Type of 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 HPEI Export Booking Form.

Import Booking Type of 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 HPEI Import Booking Form.

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Pick Up Window Earliest and latest date and time within which the container must be picked up by HPEI. Information is provided by the Customer

Port Transfer Type of Booking, which refers to the transportation (shunting) of full & empty containers between two terminal facilities within a seaport area.

Transit time Time lapse in hours between the departure and arrival of an intermodal object.

Booking Formal order from the Customer sent to HPEI to manage a container transport to a certain destination within a requested Transport Lead time

Lead time Time lapse between Cargo Closure and container availability at delivery point in calendar days.

Request Request sent by Customer to HPEI to check availability of resources to manage a container transport to a certain destination in a requested Transport Lead time.