

# Terms and Conditions for the Hazardous Substance Container Yard of InfraLeuna GmbH

## 1. Scope

- (1) These Terms and Conditions apply in addition to the German Commercial Code ("HGB") and the 2016 General German Freight Forwarders' Standard Terms and Conditions ("ADSp 2016") with regard to any and all legal relationships under or in connection with any contracts and agreements relating to the storage or handling of a unit load, including the services provided in connection thereto (logistics services). In the event of a conflict between or among provisions, these Terms and Conditions for the Hazardous Substance Container Yard of InfraLeuna GmbH shall have precedence over all other general terms and conditions.
- (2) The customer of the aforementioned contracts will henceforth be referred to as the "Depositor" and Infraleuna GmbH will henceforth be referred to as the "Yard Operator" within the meaning of HGB §§ 467 et seq.
- (3) Contracts concluded between the Yard Operator and the Depositor must be made in writing and contain any and all information required to duly and properly perform and complete the contractual services.

## 2. Scope of services / pricing

- (1) The Yard Operator operates a hazardous substance storage yard and, within the capacity of said yard, offers facilities for the handling and storage of tank containers, mobile tanks and general purpose containers (henceforth "Unit Loads") for rail and road transportation. It is not permitted to open, fill, empty or transfer the content of Unit Loads as long as the Unit Load is in the storage yard (passive storage). The yard hours are weekdays from 7 a.m. to 4 p.m. (except on official holidays in the German state of Saxony-Anhalt). Services outside yard hours can be provided by prior arrangement. The Yard Operator documents the acceptance and delivery of Unit Loads by issuing a storage receipt in the form of an acceptance and delivery report.
- (2) The Yard Operator offers the following supplemental services on the basis of these Terms and Conditions:
  1. Acceptance and delivery at the Leuna location and its near environs
  2. Steam-based heating
  3. Hot water-based heating
  4. Heat maintenance with electric power
  5. Arranging for the cleaning of Unit LoadsThe Yard Operator will provide these additional services solely on the basis of separate agreements between the parties.
- (3) The handling and storage of hazardous and other substances are services provided for a fee. The fee is calculated depending on the length of the storage period and the size of the Unit Load. Storage is billed based on the number of full or partial calendar days. The fee is calculated based on the price list applicable at the time.

## 3. Condition of Unit Loads

The Depositor certifies that:

1. the Unit Load complies with relevant laws and technical regulations;
2. the Unit Load is considered suitable for the product being stored according to all applicable laws, rules and regulations;
3. the Unit Load is fit to be handled and stored;
4. the Unit Load is fit for a minimum of three-high stacking;
5. the condition of the Unit Load is such that it will comply with legal inspection periods during the entire storage period as well as pre- and on-carriage; and
6. the Unit Load is properly closed when put in storage and, if a general purpose container, is sealed prior to acceptance using a lead seal or other type of seal.

The Depositor is strictly liable for any damage caused by the improper condition of the cargo or Unit Loads.

## 4. Handling

- (1) Handling is the process of transferring a Unit Load from one mode/means of transportation to another mode/means of transportation, or the process of storing a Unit Load. The handling process begins when the Unit Load is lifted and ends when the Unit Load is set down.
- (2) Handling may take the following forms:
  1. From a road or rail vehicle to a storage location;
  2. From a storage location to a road or rail vehicle;
  3. From a road vehicle to a road vehicle;
  4. From a rail vehicle to a rail vehicle;
  5. From a road vehicle to a rail vehicle and vice versa.

## 5. Storage

- (1) Unit Loads with hazardous substances, whether loaded or empty and uncleaned, can be stored at the hazardous substance storage yard within available storage capacity limits following prior notification, inspection and confirmation by the Yard Operator. The storage of hazardous substances must strictly comply with all relevant laws in accordance with the storage class system applicable at the time.
- (2) Storage begins immediately after transferring a Unit Load to a stack or storage location and ends by transferring the Unit Load to the vehicle designated for further transportation.
- (3) The Yard Operator also offers storage of non-hazardous Unit Loads outside the hazardous substance storage yard where storage capacity limits allow. To be eligible for this service, the Unit Load must be empty and cleaned or contain material that is neither a hazardous substance nor a water pollutant.
- (4) The Yard Operator has sole responsibility for assigning the Unit Load to a location within the hazardous goods storage yard and placing the Unit Load in said location. The Yard Operator is under no obligation to store Unit Loads if, for example, there is a shortage of storage capacity at any given time.

## 6. Hazardous substances

- (1) Hazardous substances in the following storage classes ("LGK") can be stored at the Yard Operator's hazardous substance storage yard in accordance with, and allowing for, stackability, storage segregation and maximum permitted quantity requirements:
  - 2A Gases (except aerosol containers and lighters)
  - 3 Flammable liquids
  - 4.1B Flammable solids
  - 4.2 Pyrophoric or self-heating substances
  - 5.1A Highly oxidizing hazardous substances
  - 5.1B Oxidizing hazardous substances
  - 6.1A Combustible substances of acute toxicity, categories 1 and 2/very toxic substances
  - 6.1B Non-combustible substances of acute toxicity, categories 1 and 2/very toxic substances
  - 6.1C Combustible substances of acute toxicity, category 3/hazardous substances that are toxic or produce chronic effects
  - 6.1D Non-combustible substances of acute toxicity, category 3/hazardous substances that are toxic or produce chronic effects
  - 8A Combustible corrosive substances
  - 8B Non-combustive corrosive substances
  - 10 Combustible liquids that cannot be assigned to any of the above storage classes
  - 11 Combustible solids that cannot be assigned to any of the above storage classes
  - 12 Non-combustible liquids that cannot be assigned to any of the above storage classes
  - 13 Non-combustible solids that cannot be assigned to any of the above storage classes
- (2) The specified storage classes comply with the operating permit and the latest version of TRGS 510.
- (3) Dangerous goods may only be handled or stored if their transportation is not prohibited by ADR, Chapter 3.2 Table A and Chapter 3.3, or the German Regulation on the Transport of Dangerous Goods by Road, Rail and Inland Waterways ("GGVSEB") Annex 2 No. 1.1 and 1.2.
- (4) The Depositor must include the following information on the Unit Loads in every inquiry sent to the Yard Operator: UN number, hazard number, packing group as defined by dangerous goods regulations, the storage class ("LGK") as defined by hazardous substance regulations, and the water hazard class ("WGK") as defined by the German Clean Water Act ("WHG"). The Depositor must also submit a current, valid material safety data sheet for the hazardous substance in German. The Depositor must label Unit Loads containing dangerous goods in accordance with dangerous goods regulations, regardless of whether they are loaded or empty and uncleaned.
- (5) Non-compliance with relevant laws or regulations will result in a refusal to accept the Unit Load for storage at the hazardous substance storage yard.

## 7. Temperature-controlled storage of Unit Loads

- (1) The Depositor must specify the required temperature, including an allowable tolerance. The Yard Operator may refuse to accept the Unit Load if the actual temperature differs from the target temperature by more than the allowed tolerance, unless the Depositor releases the Yard Operator from any and all liability. If the temperature is maintained using power supplied by a Depositor-supplied generator, the Yard Operator will assume no liability whatsoever for any failure of said generator as long as the Yard Operator has met all relevant prerequisites. The Yard Operator will record the actual temperature indicated by the Unit Load's thermometer when the Unit Load is put in storage and when the Unit Load is taken out of storage.
- (2) The Yard Operator agrees to notify the Depositor immediately upon learning of technical problems and to coordinate any further action with the Depositor.