



**GREEN CARGO**  
**PRODUCT TERMS**

**Industrial Switching**

## **1. BACKGROUND**

1.1 Industrial Switching is a standardized optional service where Green Cargo, on behalf of the Customer, conducts Switching within a track area owned by or at the disposal of the Customer (which may be a private track area for which neither the Swedish Transport Agency nor Green Cargo is the infrastructure manager or a track area for which the Swedish Transport Administration is the infrastructure manager); not extending beyond a station area or other track facility for which the Swedish Transport Administration is the infrastructure manager.

1.2 The detailed scope, price and other specific terms are set out in the Price and Product Annex as from time to time agreed.

## **2. DEFINITIONS**

2.1 Terms with a defined meaning are indicated using capital initial letters and their specific meanings are given either in the Main Agreement or in these Product Terms.

## **3. INDUSTRIAL SWITCHING**

3.1 Industrial Switching as a main rule and unless otherwise agreed shall be understood to be comprised of one or more of the following actions:

- Decoupling of Wagon or Wagons from a train set, with or without Switching and coupling of Wagons in a station area.
- Moving of Wagon or Wagon Set from a station area and handover to Customer at agreed handover point within a private track

- Coupling of two or more Wagons to a Wagon Set in a private track area in a sequence given by the Customer.

- Moving of a loaded Wagon or Wagon Set from an agreed handover point in a private track area to a track for which the Swedish Transport Agency is the infrastructure manager.

- Collection or coupling of Wagon or Wagon Set in a station area for further transport (with or without prior Switching).

3.2 Moving and Switching is performed with a locomotive provided by Green Cargo and by Green Cargo staff.

## **4. PERFORMANCE**

4.1 Industrial Switching is performed either as Standby Switching or Fixed Switching, as agreed.

4.2 A Customer having selected either of the services Standby Switching or Fixed Switching may also request Extra Switching.

4.3 Standby Switching means that Green Cargo during certain defined time periods supplies one or more locomotives with an engineer and other staff for the performance of Industrial Switching as and when needed and requested by the Customer.

4.4 Fixed Switching means that Green Cargo performs Industrial Switching at certain predetermined points in time with one or more locomotives with an engineer and staff and consisting of certain predetermined actions.

4.5 Extra Switching means the performance of Industrial Switching in addition to the agreed scope of Standby Switching or Fixed Switching, and which is

requested by the Customer and agreed to by Green Cargo.

4.6 The Customer is responsible for the requested elements of Industrial Switching (regardless of category) being correct and meeting the requirements of the Customer. Green Cargo shall have no obligation to question or correct the elements of Industrial Switching requested by the Customer, other than as follows from point 5.1 below.

4.7 Green Cargo is only liable for performing the requested elements of Industrial Switching and as limited by point 5.1 below. Liability for fault or delay for which force majeure does not apply is limited to the amount of one month of invoicing. In no event shall Green Cargo be liable for indirect costs or losses such as loss of production or loss of profit.

## **5. LIMITATIONS IN PERFORMANCE**

5.1 If the agreed or requested Industrial Switching (regardless of category) in Green Cargo's judgement for any reason whatsoever cannot be safely performed or not at all performed, Green Cargo may abstain from, postpone or perform the task in a different manner without limitation of Green Cargo's right to remuneration unless Green Cargo is responsible for the limiting circumstances.

5.2 If, further, to point 5.1 above, the track area where Industrial Switching is to be performed due to accident, damage, lack of maintenance or otherwise, undergoes such change so that continued Industrial Switching as determined by Green Cargo cannot be performed in a safe way and this situation is likely to remain for at least thirty (30) days, then Green Cargo may terminate the Agreement with respect to Industrial Switching. Upon such

termination Green Cargo shall have the right to compensation corresponding to 80% of the discounted (using the reference rate of the Swedish Central Bank) present value of expected invoicing for the remaining time for which Industrial Switching was agreed.

## **6. RESPONSIBILITIES**

6.1 Green Cargo is responsible for staff being engaged in the activities have good knowledge of conditions, tasks, rules and regulations relevant to the Industrial Switching service. Safety-critical tasks may be performed only by staff who are suitable in respect of professional competence, health status and other personal circumstances is.

6.2 Green Cargo is responsible for staff management. Green Cargo has the complete responsibility as employer of its staff including responsibility for the staff being insured pursuant to collective bargaining agreements and for staff requirements of work clothes and protective equipment as per Green Cargo standards and decisions.

6.3 The activities are subject to the Green Cargo system for safety governance.

6.4 The Customer is responsible for communicating to Green Cargo's staff all relevant procedural-security- and safety regulations applicable to activities within the Customer's industry- and track area as required by law and public regulations (including decisions by competent authorities) and pursuant to Green Cargo's in effect safety procedures.

6.5 If the activities concern dangerous goods, then the activities shall comply with the Act on Transport of Dangerous Goods (*Lagen om transport av farligt gods* 2006:263) and RID-S 2021 with the Customer being responsible as

consignor but with Green Cargo staff performing the activities.

6.6 If the Customer is the infrastructure manager, then the Customer shall ensure that procedures are in place for communicating the applicable edition of traffic safety instruction (*trafiksäkerhetsinstruktion TRI*) as required by an infrastructure manager.

6.7 The Customer is responsible for maintenance, repair snow clearing and ice clearing of tracks and switches within the track area where Industrial Switching is to be performed.

6.8 The Customer shall provide Green Cargo with all such information as may be reasonably necessary or of importance for a contractual and safe performance of Industrial Switching.

## 7. COMPENSATION AND PAYMENT

7.1 All prices are stated excluding VAT and potential taxes and tariffs, which thus will be added to the amounts invoiced to the Customer.

7.2 Green Cargo may at any time during the Agreement Period adjust the prices and fees save for prices and fees that have been determined for a certain period of time in the applicable Price and Product Annex. If Green Cargo resolves to carry out a price or fee adjustment pursuant to this section, Green Cargo shall notify the Customer regarding the adjusted prices and fees and the date of entry into force of the adjustments. When an adjustment is made in accordance with this section, the date of entry into force may not occur earlier than thirty (30) days from the date of the notification of the change.

7.3 In addition to the fixed prices and fees specified in the applicable Price and Product Annex, the Customer shall pay compensation to Green Cargo for variable costs, in

accordance with Green Cargo's from time-to-time applicable rules for variable costs.

7.4 Furthermore, Green Cargo is entitled to compensation for such:

(a) other unforeseen costs arising in connection with the performance of Industrial Switching as a result of a decision by a governmental or other competent authority or other circumstances beyond Green Cargo's reasonable control.

and

(b) costs and damage incurred as a result of the Customer being in breach of its obligations under the Agreement.

7.5 With respect to certain deviations from the Agreement, the Customer shall pay the fees stated in Green Cargo's from time-to-time applicable Price list for Fees (as set out in Annex 2 (a) to the Main Agreement and available on [www.greencargo.com](http://www.greencargo.com) and at Customer Service).

## 8. FORCE MAJEURE

8.1 If a Party cannot fulfil its obligations in accordance with the Agreement due to a circumstance:

(a) beyond the Party's reasonable control;

and

(b) the consequences of which the Party may not avoid or overcome with reasonable efforts,

it shall constitute an excuse which will result in the time for due performance being postponed.

8.2 Such excuse shall be deemed to exist in respect of Green Cargo in the event of an obstacle to perform the Carriage because of, for

- instance, blocking locomotives, vehicles or other equipment that is not controlled by Green Cargo, decisions by public authority such as closing of roads or tracks, traffic bans, and other capacity restrictions for the relevant infrastructure, lack of fuel supply, wars, conflicts and similar disturbances, sabotage, natural events such as temperature and weather, floods, earthquakes and forest fires, labour disputes, fires and other accidents.
- 8.3 A Party that is prevented from fulfilling its obligations due to a circumstance according to Section 8.1 above shall:
- (a) Notify the other Party without unreasonable delay;
- (b) within the limits of commercially reasonable efforts, seek promptly to overcome the circumstances which prevent the Party from fulfilling its obligations under the Agreement;
- and
- (c) notify the other Party when the circumstances preventing the fulfilment of the Agreement no longer prevail.
- 8.4 Notifications in accordance with Sections 8.3 (a) and (c) above may, for instance, be performed by Green Cargo publishing information thereof on its website.
- 8.5 If the Customer is prevented from fulfilling its obligations under the Agreement for any reason stated in Section 8.1 above, Green Cargo has the right to cancel current and not commence new Carriages affected by the obstacle until the Customer has notified Green Cargo that it is no longer prevented from fulfilling its obligations under the Agreement. Regardless of any obstacle set out in Section 8.1 above, the Customer is still liable to pay compensation for the Carriage concerned (even if the Carriage cannot be performed) including any Optional Services as well as applicable fees.
- 8.6 If Green Cargo is prevented from fulfilling its obligations under the Agreement for any of the reasons stated in Section 8.1 above, the Customer is entitled to cancel current Carriages affected by the obstacle. However, the Customer is not entitled to any compensation for additional costs and Green Cargo is entitled to compensation for the Carriage concerned (even if the Carriage cannot be performed) including any Optional Services.
- 8.7 If the Customer orders Conveyance from Green Cargo by reason of Force Majeure (regarding the Customer's or Green Cargo's obligations), that service shall be charged separately as an Optional Service.