

Freight Intermodal Terms and Conditions

INTERMODAL TRANSPORT

Intermodal Combi-Ticket – Train & Ferry*

GENERAL BOOKING INSTRUCTIONS

1. [Booking for intermodal connection to be created and submitted online TT-Line Intermodal \(ttline.com\)](#)
2. After booking is submitted it will be processed and status will be changed to "Booking OK". Since then the booking is considered as confirmed.
3. Processing of the booking to be completed before the scheduled delivery time.
4. Train connections will be booked on the first available date considering chosen dates, but can be different from those.
5. For shipping units that are the subject to customs control, relevant paperwork (T1 transit customs declaration, commercial invoice / packing list,) to be provided directly from trailer owner to the train operator and at the latest on a day of departure, till 12:00, to insure timely departure.
6. For shipping units loaded with dangerous goods, copy of signed Dangerous goods declaration to be provided via email after the booking is created in the system. Booking can be confirmed only after DG form is received.

INTERMODAL SURCHARGES

1. Costs for storage and handling will be billed to the customer in accordance with the tariff of the terminal in full amount. Parking time to be calculated in accordance with general terms and conditions of respective terminal independently from operational processes related to departure and arrival, handled by the train operator.
2. Expenses for additional services applied at the terminals, such as handling of ADR units and extra lift to be billed in accordance with the tariff of respective terminal.
3. Costs for repair or other services, such as load adjustment, that have been ordered by TT-Line on behalf of a customer will be forwarded to the customer accordingly.
4. Claims for parking time can only be checked with provided GPS data or pick-up receipt.
5. All additions costs, including repair costs, parking and handling fee, arise start or end terminal will be re-invoiced to the customer in accordance with the invoice from the third party, within comply period (UstG §14) with accepted accounting rules.
CareFree Solution – special tariff option that includes handling of "small repairs" to meet the safety requirements of the rail road and insure the acceptance of the unit for rail transportation. This tariff option covers repair cases of the total amount that does not exceed 150,00€ and cannot be applied as a part of the cost of repair service.
- 6.

ACCEPTANCE OF THE UNIT AT START TERMINAL

1. Intermodal transports require damage free trailers. Costs are depending on the type and severity of the damage. To ensure your lead times, we will coordinate prompt repairs. Further information is available in the intermodal handout.
2. In handing over the transport unit, the customer is liable for ensuring that such unit and the goods it contains are capable of combined transport, secured for transport, operationally safe and in fit condition.
3. Delivery of the shipping unit at the start terminal for intermodal connection: shipping order or receipt forms issued and signed by terminal representative upon consignment only establish a presumption that the customer has delivered a transport unit without any safety defects - that are visible from the ground - for subsequent rail carriage. No further presumption of conformity is respect of the external condition of the transport unit or the goods contained in it shall exist.
4. When taking delivery terminal representative may inspect the transport unit from the ground while it is still on the vehicle. Such inspection does not imply internal cargo load check.

LIABILITY

Intermodal transports with TT-Line are handled according to the below liability principles.

All aspects not handled in the TT-Line Intermodal Conditions apply to the General terms and Conditions of the respective train operators: Kombiverkehr¹, TX Logistik², CargoNet³, ECL⁴, Greencargo⁵

For the ferry connection TT-Line's ["Terms and Conditions of Carriage of Goods"](#) apply. In case of using subcontractors you are obligated to pass these on.

1. Liability in terms of damages

- 1.1 **Damage during rail transport:** TT-Line's liability for the rail transportation is framed by the liability of the rail operator. If the damage associates with the particular transportation in open wagons, including damage caused by external influences (e.g. weather conditions and / or airflow) or vandalism during rail transport the operator does not take liability due to § 427 HGB, CIM Article 23 §3 a.
- 1.2 **Trailer was accepted in an appropriate condition at the first terminal but detached as damaged after loading/unloading before the following train departure.** Train operator inspects only the external condition of the trailer, but not the proper/secure load of the goods inside the trailer. If the goods are not properly secured inside the trailer they can move during the load/unload on/off the train/ferry which may cause the damage of the tarpaulin, including slight change in the condition, such as unhooked door tube and etc., as a result of the weight impact. In those cases, TT-Line cannot take liability for the repair costs.
- 1.3 **The requirements to the trailer condition vary from the country and direction.** If the trailer was accepted in the condition that does not correspond to the "General Trailer Conditions" at first rail terminal, it does not guarantee that the train inspector at the following rail terminal accepts the trailer without additional regulation. In those cases, TT-Line cannot take liability for the repair costs.
- 1.4 **Small damages and not correctly delivered trailers at terminals without inspection** will be reported with written terminal report upon receipt such information from the third party. Reports will be accompanied with available pictures of damages/conditions. Reports without pictures cannot rectify as a claim. TT-Line handles small repairs without preliminary notification and confirmation with the customer unless otherwise agreed and reinvoices the cost to the customer. In those cases, TT-Line cannot take liability for the repair costs.
- 1.5 **Damage to the individual adjustable parts of the intermodal unit thru loading or unloading** during intermodal transportation will be reviewed in respect of its internal condition, considering such aspects as rust, wear and tear. Liability for any damage will only be accepted if it can be proven that the damage resulted from a mechanical impact on the fit equipment.
- 1.6 **Damage claims will be handled in accordance with respective legislation.** Liability of the carrier is determined in CIM Art.23.
- 1.7 **TT-Line is only responsible for the repair costs organized by TT-Line.**

Definitions:

Repair – service for regulation damages / conditions (incl. fixing the load using special equipment) that exceeds the amount of 150,00€

Small repair – service for regulation damages/conditions (including closing the locks, clamping tubes, doors, fixing the tire line, welding small cuts under 100cm, slight adjustment of the load) for the amount under 150,00€

2. Liability in terms of delays:

- 2.1 **TT-Line is not liable for delays caused by the following reasons:**
 - Ferry delays
 - Train delay according to the liability of the respective train operator under freight legislation for exceeding delivery period
 - Canceled departure due to operational / external influences
 - Due to intermodal operational problems, which can occur at the terminal responsible for the loading/unloading process (equipment, stevedoring service, etc.)
- 2.2 **TT-Line takes liability for the delays caused by the following aspects**
 - Booking mistake: trailer was booked not for the confirmed route and/or date different route / dates
 - When the unit was not loaded on a train due to determined operation mistake of the train operator
 - When the unit was not loaded on the ferry due to a mistake of TT-Line

3. Liability in terms of additional costs:

TT-Line is not liable for the parking time and related costs, if occur at first departure or/and at last delivery terminal. Customer is responsible for storage time and further dispatch planning, after the unit has been delivered to the terminal of destination in accordance with related booking.

4. Liability in terms of other aspects:

All other aspects regarding liability terms not handled in the TT-Line Intermodal Conditions apply to the General terms and Conditions of the respective train operators: Kombiverkehr¹, TX Logistik², CargoNet³, ECL⁴, Greencargo⁵

HAND OUT LIABILITY AND CLAIM HANDLING

1. Submission of a claim

- 1.1 Reclamation of damage to the loading unit, that arose during intermodal connection can be submitted online, thru "Claim" mask in respect with the relevant booking

If usage of the "Claim" mask is not possible, please address your claim emails to responsible team under ttreedereiabteilung@ttline.com.

Such email should contain following information:

- Intermodal Booking Number
- Type / description of the damage
- Pictures of damage
- Damage report, created upon verification of the damage. Such report to be received by the driver at the final terminal of intermodal connection
- If damage report was not created, damage should be reported immediately, but not later than seven days after acceptance of the unit at the final terminal in accordance with CIM § 47 2b
- Estimated amount of damage

Missing documents can be submitted later, but please note that a final assessment and, if necessary, settlement of the claim will only be possible once all documents have been submitted in full

- 1.2 Submitted damage claim to be reviewed and processed in accordance with terms and conditions, described in "Liability" section and respective paragraphs of CIM and HGB.
- 1.3 Repair costs for claimed damage to be reimbursed if full amount after the liability of responsible party is proven and fairly of such costs is confirmed.

* TT-Line offers various intermodal connections as one-stop-shop solution. Find details here: <https://www.ttline.com/en/freight/intermodal-transport/>

¹ <https://www.kombiverkehr.de/en/become-a-customer/requirements>

² <https://www.tlogistik.eu/service/downloads-road-rail/>

³ <https://www.cargonet.no/en/startpage/tenester/terms-and-conditions2/>

⁴ <https://www.ecl-online.de/en/service/downloads/index.html>

⁵ <https://www.greencargo.com/en/book-transport/terms-conditions-and-price-lists>

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Please contact us if you are interested in a personalized quote for our intermodal solutions.