



In a nutshell

Here the most important principles of Railcargo-Online.com (RCO):

1. RCO is operated absolutely neutral by Bargelink GmbH in Xanten.
2. The company solely concentrates on operating the two market places www.railcargo-online.com and www.bargelink.com. Bargelink GmbH is in 100 percent privat shareholdership and due to this independent of market players.
3. Users of RCO are shippers from industry and trade, forwarders, railway companies, operators, transshipment companies and ports, shipping companies, terminals and other companies and persons active in the rail cargo market.
4. Only the users decide who will see their activities (offers or requests for cargo or capacities). For every action the circle of partners has to be determined again.
5. Transport- or service contracts between users are contracted directly between them and outside of RCO!
6. There are (except for subscriptions) **no additional costs** in favour of RCO coming forth from transport- or service contracts closed between users of RCO.

Terms & Conditions

1. Applicability

1.1 These terms and conditions ("terms") are applicable to the registration contract between Bargelink GmbH ("Bargelink"), a German public company with limited liability, having its registered seat in Germany, Fischerstrasse 4A, 46509 Xanten, and the registrant ("registrant"). They concern all legal relationships between Bargelink and its registrants, as well as to the use of the RCO website (RCO). By accessing, browsing or visiting www.railcargo-online.com you acknowledge that you have read and understood this terms and agree to be bound by the terms.

A registrant is a natural person or a company (corporation) being represented by one or more natural persons. All natural persons who are allowed to represent the company on the website are to be understood being included within the term "registrants", when used in the Terms, the Marketplace Rules and the Security and Privacy rules.

1.2 RCO is a market place for shippers from industry and trade, forwarders, railway companies, operators, transshipment companies and ports, shipping companies, terminals and other companies and persons active in the rail cargo market. By accepting the applicability of the Terms, the registrant guarantees that she/he will fully comply with the Marketplace Rules.

1.3 By accepting the applicability of the Terms & Conditions, the registrant and/or visitor ("Visitor") of RCO also confirms that she/he accepts the applicability [Market Place Rules](#) of the [Security and Privacy Rules](#).

2. Registration

2.1 By filling in and sending the registration form to Bargelink, the applicant makes an offer to conclude a registration contract with Bargelink. The registration contract becomes effective after Bargelink has confirmed the acceptance of the offer by the applicant to conclude the registration contract. Bargelink reserves the right to refuse to conclude a registration contract with any person or entity on the basis that this person or entity is not actively involved in the rail cargo or transport industry, this person or entity lacks a proper VAT identification number or if it seems reasonable to expect that this person or entity might harm the interest of Bargelink, RCO or one or more of its registrants.

2.2 The applicant and/or the registrant guarantees that the information provided through the registration contract and all other information provided to Bargelink and/or any registrants, all related to the website, is accurate and correct. With registration the registrant agrees, that the

registrants company (in cases of natural persons, the registrant's name) is published in the list of registered users.

2.3 Bargelink reserves the right to alter the content of the website, the Terms, the Marketplace Rules and the Security and Privacy Rules. Bargelink will notify the registrant of any alteration of the Terms, the Marketplace Rules and the Security and Privacy Rules through e-mail. If the registrant has not made an objection in writing to the alteration of the Terms, the Marketplace Rules and the Security and Privacy Rules within 14 days after receiving the notification by Bargelink, the registrant is considered to have accepted the applicability of these altered Terms, the Marketplace Rules and the Security and Privacy Rules. Bargelink is entitled to terminate the registration contract if the registrant objects the alteration of the Terms, the Marketplace Rules and the Security and Privacy Rules.

2.4 The term of the registration contract is indefinite. The registrant is entitled to terminate the registration contract at any time at one-month's notice, provided that the registrant has fulfilled all of his obligations under the Registration Contract.

2.5 Bargelink is entitled to terminate the registration contract with immediate effect if:

- a. the registrant misuses RCO or does not comply with any article of the registration contract, the Terms, the Marketplace Rules or Security and Privacy Rules;
- b. a petition for a suspension on payments or a bankruptcy petition has been filed against the registrant;
- c. the registrant has not participated in RCO for a period of three months.

2.6 Bargelink is fully entitled to transfer its rights under the registration contract to a third party or to have a third party perform its obligations under the registration contract. The registrant is not allowed to transfer the registration contract or the rights and obligations under the registration contract to a third party without the prior written approval of Bargelink.

2.7 The registrant is entitled to use RCO only if he is legally able to make binding contracts under the applicable law. The first user registering for a company, is registered as a company administrator (Superuser). The superuser can add new users for using RCO, these users are automatically registered as registrants (of the company), or remove registrants (of his company). The superuser guarantees that he will only allow users to use the market place that are entitled to represent the registrant.

2.8 The registrant is responsible for keeping logins (usernames) and passwords secret. The registrant is not allowed to supply these passwords to any third party. The registrant is responsible for all her/his acting on RCO and for paying all fees connected with the use of the marketplace, unless such use is imputable to Bargelink.

3. Market place

3.1 The market place is only open to registrants. For details please check the Marketplace Rules.

3.2 Bargelink will act to all its abilities to make sure the marketplace functions appropriately. However, no warranty whatsoever can be given as to the proper functioning and availability of RCO and/or the marketplace. Bargelink is not obliged to fulfil any of its obligations in cases of an Act of God, such as interruptions of the internet, flaming, spamming, hacking or a failure of the energy supply.

4. Liability and indemnity

4.1 All information contained on, distributed through or linked, downloaded or accessed from RCO is provided without any warranty of any kind. Some information on RCO comes from third parties. The responsibility for this information lies with the specific third party. Bargelink disclaims all express, implied and statutory warranties of any kind to any party including warranties as to the truth, accuracy, availability or completeness of the information provided on the website and as to the quality, accuracy or fitness for a particular purpose. Bargelink shall under no circumstances be liable for any errors or omissions of the information on the Website.

4.2 Bargelink disclaims all express, implied and statutory warranties as to the quality of any products, services or other materials displayed, purchased as a result of an advertisement or any other information or offer on RCO.

4.3 Bargelink is not liable for any direct, indirect or consequential damages that result from the use of RCO and/or the marketplace, unless such damage is the result of gross negligence or the intention of Bargelink.

4.4 Bargelink is not involved in any transactions between registrants. In case of any dispute between registrants or any dispute related to the marketplace, registrant(s) shall indemnify and hold Bargelink harmless from any claims, demands and damages of every kind and nature, arising out of or in any way connected with such disputes, unless such claim or damage is the result of gross negligence or the intention of Bargelink.

4.5 The total amount of damages to be paid by Bargelink shall in any event not exceed the total amount of subscription fees paid by registrant within the last six months before the date of the occurring event.

5. Subscriptions

5.1 Registration to RCO is free of charge.

5.2 With the registration contract a free and nonbinding trial period will start. This trial period gives full access to all modules and functionality and is free of charge and any obligations. After this trial period the access to RCO will be limited.

5.3 For further unlimited access registrant may take a subscription for which subscription fees will be charged.

5.4 A subscription has a minimum duration of 3 months and starts as from the first day of the following month. Subscriptions **will automatically be prolonged** with the original subscription period (3 or 12 month) if not terminated in time.

5.5 Termination is possible with a notice period of 30 days before the end of the duration in written form or by e-mail. Bargelink will confirm the activation and the end of a subscription by e-mail.

5.6 Subscription fees and conditions are displayed on the "Information-page" of RCO.

5.7 For transport agreements or contracts, closed in succession of the use of RCO, Bargelink **doesn't charge any fees**. Financial rights or obligations coming forth from the use of RCO are outside the responsibility of Bargelink GmbH.

5.8 Bargelink will invoice all subscription fees due by a registrant analog to the subscription frequency. All prices are exclusive of VAT, but VAT shall be added to all invoices where applicable. Payment of these invoices has to be made without delay after receipt and free of bank fees.

6. Evidence

Registrant accepts the correctness of the administration of Bargelink for all aspects concerning the use of the website and consequential obligations, unless the contrary is proved by the registrant.

7. Intellectual Property

7.1 The copyright on the website and all its content, including text, graphics and software, as well as the arrangement and compilation thereof, belongs to Bargelink. No part of the website may be published, reproduced, made available or modified in any form by any means without the prior written consent of Bargelink. The website may not be framed or linked to another internet site without the prior written consent of Bargelink.

7.2 The website contains several databases. It is not allowed to extract, copy or re-utilize parts of the content of the databases for commercial purposes.

7.3. The names Bargelink and Railcargo-Online and the logos are registered trademarks of Bargelink GmbH.

8. Applicable law

8.1 The registration contract, the Terms, the Marketplace Rules, the Security and Privacy Rules and all issues deriving thereof are governed by the laws of Germany. In case of any difference in understanding between English versions, the German version will prevail.

8.2 Any dispute arising out of or in connection with the Registration Contract, the Terms, the Marketplace Rules and the Security and Privacy Rules shall be submitted - in first instance - exclusively to the competent court in Rheinberg, Germany. Disputes between the registrants are not governed by these Terms.

8.3 In the event that one or more articles of the Terms is null and void, the Registrant shall be bound by a similar article that corresponds to the maximum possible extent to the purpose of the article that is null and void.

Market Place Rules

1. Applicability

The Marketplace Rules are applicable to all transactions held on the website www.railcargo-online.com (RCO). By applying for registration and usage of the Website, the user acknowledges having read, understood and agreed to be bound by the Marketplace Rules, notwithstanding the applicability of the Bargelink Terms ("Terms").

2. Eligibility

The marketplace is open for registered users ("registrants") only. Every registrant is obliged to have an own user account.

3. Neutrality

Bargelink does not support, encourage or recommend any specific registrant. Bargelink is not involved in the communications between the registrants on the marketplace, nor is Bargelink involved in the transactions between the registrants on the marketplace.

4. Responsibility

Bargelink is not responsible for the quality, safety or legality of information or data provided by a registrant. Bargelink does not verify whether the information provided by a registrant is correct, nor does Bargelink verify whether a registrant fulfils its obligations under a contract established in a transaction. Bargelink encourages its registrants to verify the suitability of a potential contracting party before participating in a transaction or before establishing a contract with one of the registrants.

5. Modules

5.1. Cargo-Monitor

The module Cargo-Monitor allows registrant to offer cargo. The offering registrant nor the addressed registrants are obliged to accept or refuse any cargo offer. The status of a cargo offer may be changed from "available" to "not available" at any time. Further communication about a cargo offer will take place directly between registrants and outside of RCO.

5.2 Capacity-Monitor

The module Capacity-Monitor is available to offer free capacities. There are three sub modules:

- a. **Loco(motives)**: available locomotives can be offered or searched.
- b. **Wagons**: available wagons can be offered or searched
- c. **Train Slots**: available train slots can be offered or searched

6. Selection of partners

In every action started at RCO, the registrant has to select the partners, to whom he want to make this action visible. Actions are offers or requests for cargoes or available capacities. Partners can

be compiled and saved in unlimited groups. Selection of partners is in full responsibility of the registrant.

7. Behaviour

- a. The Registrant is obliged to perform all activities on the marketplace in good faith. It is strictly prohibited to manipulate a tender the registrant is involved in.
- b. Bargelink is entitled to exclude the registrant from the marketplace and/or the Website in case the registrant misuses the website or does not comply with any article of the Registration Contract, the Terms or the Marketplace Rules.

Security and Privacy Rules

1. General

Bargelink GmbH is firmly committed to protect your privacy. This Security and Privacy Rules indicates what information Bargelink collects about a registrant or a visitor of RCO and what may happen to that information.

2. Applicability

By accessing, browsing or using RCO you acknowledge that you have read, understood and agreed to be bound by the Security and Privacy Rules, notwithstanding the applicability of the Terms and the Marketplace Rules.

3. Privacy

3.1 Bargelink collects, stores and gathers information ("the Data") relating to the registrant, as well as the company administrator of the registrant, the superusers of the registrant and any other visitors of RCO (hereafter collectively referred to as "Users"). This concerns the Data submitted by the users. Bargelink also monitors the behaviour of the users with regard to the information read through RCO and the forms used. Bargelink uses "cookies" in order to keep track of the visits of its users. This way Bargelink is able to provide tailored information through RCO. Bargelink also reserves the right to use the Internet Protocol addresses to help identify Users and to improve the performance of RCO.

3.2. Bargelink processes the Data in order to:

- a. determine whether it wants to conclude a registration contract with the applicant;
- b. organize the market place;
- c. fulfil its obligations under the Registration Contract, the Terms and the Marketplace Rules.

3.3. Bargelink will also process the Data in order to inform the User about news, information and services related to the rail cargo and transport industry and the internet.

3.4. For general information, Bargelink has the right to provide registrants with anonymized data from RCO. Bargelink will never provide detailed data coming forth from actions placed on RCO.

4. Confidentiality

4.1 Bargelink will make every reasonable effort in order to keep all information with regard to the Registrants and the Users strictly confidential, unless indicated otherwise in the Registration Contract, the Terms, the Marketplace Rules or the Security and Privacy Statement. Bargelink reserves the right to disclose any information in order to comply with a legal obligation or in order to prove the indebtedness of a fee.

4.2. Staff and management of Bargelink have signed non-disclosure statements for all Data for and about activities, users and companies they get information about during there employment at Bargelink and for 12 month after the end of an employment.

4.3. Bargelink is entitled to publish information about the Rgistrant as provided by the registrant on the website.

5. Security

5.1 Bargelink has taken extensive security measures to prevent the loss, misuse, alteration or destruction of the information provided by its registrants and users.

5.2. The registrant or User is responsible for keeping his passwords secret. The registrant or User is not allowed to supply his passwords to any third party (see article 2.8 of the Terms).

Language versions

In case of any difference in understanding between this English version of the Terms & Conditions, the Marketplace Rules and Security & Privacy Rules and the original German version, the latter will prevail.

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