



**In a nutshell** the basics of Cargo-Platform.com and the market places Bargelink.com and Railcargo-Online.com:

1. Cargo-Platform.com informs about the company Bargelink GmbH and the market places.
2. Only you decide who will see your activities on the market places.
3. Contracts between users are concluded directly between them and outside the market places.
4. Bargelink is not involved in the transactions between the users on the market places.
5. Except the flat rates for the use of the market places there are no extra costs or fees.

## Terms & Conditions

### 1. Applicability

**1.1.** These Terms & Conditions (T&C) are applicable to the registration contract between Bargelink GmbH (Bargelink), a German private company with limited liability, having its registered seat in Germany, Fischerstrasse 4A, 46509 Xanten, and the registrant. They concern all legal relationships between Bargelink and its registrants, as well as to the use of the market places [www.direct.railcargo-online.com](http://www.direct.railcargo-online.com) (RCO) and [www.direct.bargelink.com](http://www.direct.bargelink.com) (BL). By accessing, browsing or visiting the two market places you acknowledge that you have read and understood these T&C and agree to be bound by the T&C.

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 T&C "registrants" when used in the T&C, the Marketplace Rules (MPR) and the Security and Privacy Rules (SPR).

**1.2.** BL and RCO are market places for shippers from industry and trade, forwarders, railway companies, operators, transshipment companies and ports, shipping companies, terminals, agents and other companies and persons active in the inland shipping and / or rail cargo market. The purpose of the two market places is to support registrants to find business partners for supply and demand in cargo transport. All contracts between the registrants are concluded outside the market places, directly between themselves and without any intervention or participation of Bargelink GmbH.

**1.3.** By accepting the applicability of the T&C, the registrant and/or visitor of BL and RCO also confirms that she/he accepts the applicability [Market Place Rules](#) and the [Security and Privacy Rules](#).

### 2. Registration

**2.1.** By filling in and sending the registration form, 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 inland shipping- and rail cargo business 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, BL, 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/market places are 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 market places, the T&C, the MPR and the SPR. Bargelink will notify the registrant of any alteration of the T&C, the MPR and the SPR through e-mail. If the registrant has not made an objection in writing to the alteration of the T&C, the MPR and the SPR within 14 days after receiving the notification, the registrant is considered to have accepted the applicability of these altered T&C, the MPR and the SPR. Bargelink is entitled to cease the registration contract if the registrant disagrees with the alteration of the T&C, the MPR and the SPR.

**2.4.** The duration of the registration contract is indefinite. The registrant is entitled to cease 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. Periods of notice concerning to subscriptions are unaffected.

**2.5.** Bargelink is entitled to cease the registration contract with immediate effect if:

- a. The registrant misuses BL or RCO or does not comply with any article of the registration contract, the T&C, the MPR or SPR;
- 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 BL or RCO for more than 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 the market places only if he is legally authorized to make binding contracts under the applicable law. The first user registering for a company, is registered as a company administrator or superuser. The superuser may remove registrants or invite colleagues as new users within the same company. The superuser guarantees that he will only allow users to use the market place which 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 disclose these logins and/or passwords to any third party. The registrant is responsible for all claims emerging from unauthorized disclosure of logins and / or passwords.

### **3. Market places**

**3.1.** The market places are only open to registrants. For details please check the MPR.

**3.2.** Bargelink will act to all its abilities to make sure the market places work appropriately. However, no warranty whatsoever can be given as to the proper functioning and availability of the market places. Bargelink is not obliged to fulfill 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 the market places is provided without any warranty of any kind. Some information on the market places may come 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 websites and/or market places.

**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 the market places.

**4.3.** Bargelink is not liable for any direct, indirect or consequential damages that result from the use of the market places, 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 marketplaces, 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 fees paid by registrant within the last six months before the date of the occurring event.

### **5. Costs**

**5.1.** Registration to the market places is free of charge.

**5.2.** After registration the registrant will have access to the market places. Some of the available modules and tools free accessible, but other might be available only with a subscription or a short time us within the scope of the „Flex-Tools“. Bargelink may offer free and non binding trial periods.

**5.3.** Subscriptions have a minimum duration of 3 months and start 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 ceased in time. Bargelink will invoice all subscription fees due by a registrant analog to the subscription frequency.

**5.4.** Termination is possible with a notice period of 7 days before the end of the duration in written form or by e-mail.

**5.5.** The „Flex-Tools“ of the Bargelink.com modules BargeScout or FreightScout are activated for a period of seven days. The „Flex-Tools“ are charged accordingly once per booking without periodical fees!

**5.6.** Subscription fees and conditions are displayed on „[Modules & Prices](#)“ of Cargo-Platform.com.

**5.7.** 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.

**5.8.** For contracts, closed in succession of the use of BL or RCO, Bargelink doesn't charge any other fees. Financial rights or obligations coming forth from contracts, closed in connection of the utilization of BL and RCO are outside the responsibility of Bargelink GmbH

## **6. Evidence**

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

## **7. Intellectual Property**

**7.1.** The copyright on the websites, the market places and all 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 websites and marketplaces contain several databases. It is not allowed to extract, copy or reutilize parts of the content of the databases for commercial purposes.

**7.3.** Bargelink, Cargo-Platform, Railcargo-Online and their logos are registered trademarks of Bargelink GmbH.

## **8. Applicable law**

**8.1.** The registration contract, the T&C, the MPR, the SPR 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 T&C, the MPR and the SPR shall be submitted - in first instance - exclusively to the competent court in Rheinberg, Germany. Disputes between the registrants are not governed by these T&C.

**8.3.** In the event that one or more articles of the T&C 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.

## **MPR**

### **1. Applicability**

The MPR are applicable to all transactions held on the market places of BL and RCO. By applying for registration and usage of the market places, the user acknowledges having read, understood and agreed to be bound by the MPR, notwithstanding the applicability of the Bargelink T&C.

### **2. Eligibility**

The marketplaces are open for registered users (“registrants”) only. Every registrant is obliged to have an own user account. It is not allowed, that more than one registrant use the same 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 market places, nor is Bargelink involved in the transactions between the registrants on the market places.

#### **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 fulfills 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**

For all modules of both market places applies: all activities (offers and request for cargoes and/or available capacities) are non obligatory. Start, end and duration of an action will be determined by the registrant. The status of an action may be changed at any time from „available“ to „not available“. The offering nor the addressed registrants are obliged nor have the right to claim to conclude a contract.

##### **5.1. Bargelink.com**

- InfoScout: reed and react on incoming offers and requests (Only for single barge owners!)
- BargeScout: offer cargo actively
- FreightScout: offer barges actively
- PortScout: Displays content of BargeScout and FreightScout on port-websites via embedded-code.

Options and prices are displayed on „[Modules & Prices](#)“ at Cargo-Platform.com.

##### **5.2 Railcargo-Online.com**

**Cargo-Monitor:** offer cargo

**Capacity-Monitor:** offer free capacities in three sub modules:

- a. Locomotives: offer or search for locomotives
- b. Wagons: offer or search for wagons
- c. Train Slots: offer or search for train slots

#### **6. Selection of partners**

In every action started at BL or RCO, the registrant has to select the partners, to whom he wants 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 a registrant from the marketplace and/or the Website in case this registrant misuses the website or does not comply with any article of the registration contract, the T&C or the MPR.

## **Security and Privacy Rules (SPR)**

### **1. General**

Bargelink GmbH is firmly committed to protect your privacy. This SPR indicates what information Bargelink collects about a registrant or a visitor of Cargo-Platform, BL or RCO and what may happen to that information.

### **2. Applicability**

By accessing, browsing or using BL or RCO you acknowledge that you have read, understood and agreed to be bound by the SPR, notwithstanding the applicability of the T&C and the MPR.

### **3. Privacy**

**3.1.** Bargelink collects, stores and gathers information relating to the registrant, as well as the company administrator of the registrant, the superusers of the registrant and any other visitors of BL or RCO. This concerns the information submitted by the users. Bargelink also monitors the behavior of the users with regard to the information read through BL and 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 BL and RCO. Bargelink also reserves the right to use the Internet Protocol addresses to help identify users and to improve the performance of BL and RCO.

**3.2. Bargelink processes the Data in order to:**

- a. Define whether it wants to conclude a registration contract with the applicant;
- b. Organize the market places
- c. Fulfill its obligations under the registration contract, the T&C and the MPR.

**3.3.** Bargelink will also process the Data to inform the user about news, information and services related to the inland shipping, rail cargo and transport industry and the internet.

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

**4. Confidentiality**

**4.1.** Bargelink will make every reasonable effort to keep all information with regard to the registrants and the users strictly confidential, unless indicated otherwise in the registration contract, the T&C, the MPR or the SPR. 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 are bound to a strict business discretion. No information about activities, users and companies will be disclosed at any time without approval.

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

**5. Security**

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

**5.2.** Registrants are responsible for keeping logins and passwords secret. The registrant are not allowed to supply his passwords to any third party (see article 2.8 of the T&C).

**Language versions**

In case of any difference in understanding between this English version of the T&C & Conditions, the MPR and SPR and the original German version, the latter will prevail.

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