# Conditions of Use
# for the Service Facilities (CSF)
# of
# TriCon Container - Terminal
# Nürnberg GmbH

**Hamburger Straße 59**

**D-90451 Nürnberg**

**Valid from 01.01.2019**

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**List of Abbreviations:**

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| AEG | General Railways Act |
| ADR | Regulation for the International Transportation of Dangerous Goods by Road |
| EBO | Railway Construction and Operation Act |
| ERegG | Railways Regulation Act |
| TOC | Train Operating Company |
| GGVSEB | Hazardous Goods Ordinance on the transport of hazardous goods by road, rail and inland waterways |
| FSC | Freight Service Centre |
| bayernhafen | GmbH & Co. KG |
| RID | Regulation for the International Transportation of Dangerous Goods by Rail |

## 1. Purpose and Scope of Application

1.1 TriCon Container-Terminal Nürnberg GmbH (hereinafter: TriCon) operates a transshipment facility in which load units of combined transport (craneable semitrailers, containers and swap bodies) are transhipped between the transport modes of railway and lorry. The location, facilities and general service features of the transshipment facility can be found in the attached infrastructure description **(Annex 1)**. The normal opening times of the transshipment facility are published on the internet under www.tricon-terminal.de.

1.2 With the present conditions of use, the non-discriminatory access to the aforementioned transshipment facility and the non-discriminatory use of the services associated with the operation of the transshipment facility are made available to access-authorized parties. They shall apply to the entire business relationship between the access-authorized parties and TriCon resulting from them.

1.3 The details of the access, in particular the time and duration of the use as well as the charges to be paid and other terms of use including the operational safety-related provisions shall remain reserved to the conclusion of a contract in accordance with § 20 ERegG.

1.4 Contractual agreements between the authorized parties and TOCs commissioned by them shall have no effect on the contractual agreements between the authorized parties and TriCon.

## 2. General Conditions for Access

2.1 Authorization

2.1.1 Access-authorized parties and / or TOCs commissioned by them shall show evidence through the presentation of the originals or certified copies that they have the following official approvals:

- Corporate approval for the provision of railway transport services within the meaning of § 6 Section 2 AEG

- Approval for the provision of railway transport services issued in accordance with the laws of another member state of the European Community or of a member state in accordance with the Agreement on the European Economic Area of the 2nd of May, 1992.

2.1.2 The keepers of railway vehicles shall show evidence through the presentation of the originals or certified copies that they have the following official approvals for participation in independent railway operations:

- Approval for independent participation in railway operations as a keeper of railway vehicles in accordance with § 6 Paragraph 2 AEG or

- Approval for independent participation in railway operations as a keeper of railway vehicles issued in accordance with the laws of another member state of the European Community or of a member state in accordance with the Agreement on the European Economic Area of the 2nd of May, 1992.

2.1.3 For approvals issued by a foreign authority, a certified translation in the German language shall be submitted to TriCon.

2.1.4 The cancellation of and all changes to the approvals shall be communicated immediately to TriCon by the authorized parties in writing.

2.2 Liability Insurance

Access-authorized parties and / or TOCs commissioned by them shall show evidence of the existence of liability insurance cover with respect to TriCon in accordance with §§ 14, 14b AEG unless there is an exemption in accordance with § 14a AEG. Changes to existing insurance policies shall be indicated to TriCon immediately.

2.3 Requirements on the Personnel, Local Knowledge

2.3.1 The operating personnel employed by the TOCs must

a) insofar as an interoperable railway infrastructure within the meaning of the EU Directive 2016/797 of the European Parliament and of the Council of the 11th of May, 2016 on the

interoperability of the railway system in the European Union is utilized, satisfy the requirements of the community legal order

b) and the requirements of the EBO and have full spoken and written command of the German language for the required scope of his or her respective work.

2.3.2 Whosoever drives a railway vehicle requires the necessary authorization to do so.

2.3.3 TriCon shall impart the required local knowledge to the authorized parties and the TOCs commissioned by them and shall make the necessary information available; Access is not possible without proof of local knowledge.

2.4 Requirements on Vehicles and Load Units

2.4.1 The railway vehicles entering the transshipment facility shall, in accordance with design, equipment and maintenance,

a) insofar as an interoperable railway infrastructure within the meaning of the EU Directive 2016/797 of the European Parliament and of the Council of the 11th of May, 2016 on the interoperability of the railway system in the European Union is utilized, satisfy the requirements of the community legal order,

b) comply with the provisions of the EBO and have been accepted by the relevant authority or have a commissioning approval within the meaning of § 6 TEIV (Trans-European Railway Interoperability Ordinance). Deviations from this are possible if in the event of the intended use of maintenance facilities and other technical facilities, the operationally safe use of the vehicle is guaranteed in some other way.

2.4.2 The equipment of the railway vehicles to be used shall be compatible with the control, security and communication systems in the railway infrastructure used in the transshipment facility.

2.4.3 The precondition for access by road is the use of roadworthy and adequately equipped road vehicles with appropriately qualified driving personnel.

2.4.4 The load units supplied to the transshipment facility by rail and road shall be standardized, transshippable and be in a technically perfect condition. The regulatory standards are taken from Clause 2.3 of the attached General Terms and Conditions **(Annex 2).**

## 3. Licence Agreement and Individual Orders

3.1 The use of the services offered by TriCon requires the conclusion of a licence agreement within the meaning of § 20 ERegG. With these licence agreements, the authorized users are allocated a slot by TriCon. A slot describes the time window allocated to authorized parties in a specific track of the transshipment facility during which the transshipment services are carried out. The time window begins with the contractually agreed train arrival time and ends with the contractually agreed train departure time. With the handling of a train in flow process, the authorized parties are allocated two slots. In this case, authorized parties must regulate the marshalling services and parking between the two slots with the operating company of the upstream rail-side railway infrastructure (bayernhafen) and the TOC.

3.2 A slot is made up of the following time subsections:

In goods inwards, from the start of the slot a time subsection is specified on the expiry of which the making ready for unloading has been completed (= preparation). Another time subsection follows this up to the end of which the unloading is carried out (= unloading completion).

In dispatch, from the start of the slot a time subsection is specified up to the expiry of which the load units are received for transshipment on to the train concerned (= receipt completion). The last crane load takes place by the following set point in time (= loading completion). Between the loading completion and the end of the slot, the preparation for departure is completed.

3.3 For the conclusion of a licence agreement, the authorized parties shall first make an application which shall be submitted to TriCon in writing by fax or another electronic interface. At the same time, the authorized parties in accordance with § 1 Paragraph 12 No. 2 ERegG shall

name the TOC commissioned by him for the use of the transshipment facility in the application. If the TOC to be commissioned is still not known at the time of the submission of the application, then it shall be named later promptly but at the latest one week before the start of the use. The application form attached as Annex 4, in which the minimum details required can be found, shall be used for the application. Only fully completed applications will be processed.

3.4 Applications for regularly recurring slots within a timetable period (hereafter: annual use) must be received by TriCon at the latest 3 months before the changing of the timetable. Applications for intra-annual use shall be made with advance notice of 20 days, applications for a one-off use with advance notice of 48 hours. Annual use applied for received later than three months before the timetable change shall be considered the same as intra-annual use in the capacity allocation.

3.5 The checking of the application and the clarification of any open questions shall take place with annual use within seven working days from the end of the application deadline in accordance with Clause 3.4 Sentence 1, for intra-annual or one-off use within seven working days from the receipt of the application. If suitable transshipment and parking opportunities are available, TriCon shall submit an offer to the authorized parties within the named checking period for the conclusion of a contract for the delivery of the service applied for (licence agreement). The checking shall take place in agreement with the upstream operating company of the rail-side railway infrastructure (bayernhafen) that coordinates the use with each other with respect to the railway infrastructure of DB Netz AG and the track infrastructure of the transshipment facility.

3.6 The offers submitted in accordance with Clause 3.5 can be accepted by the authorized parties within five working days. If no acceptance takes place within this deadline the offer shall be rendered null and void.

3.7 If within the meaning of § 1 Paragraph 12 No. 2 ERegG, a TOC has been named by an authorized party (Clause 3.3 Sentence 2) then, following the conclusion of the licence agreement, TriCon shall conclude another, separate agreement with this named TOC concerning the compliance with the relevant provisions concerning operational safety (§ 21 ERegG). TriCon can decline to conclude such an agreement if the TOC does not satisfy the general access conditions in accordance with Clause 2 or the statutory requirements, in particular the safety requirements.

3.8 If a TOC requests the inclusion of a third-party TOC in the agreement concluded (§ 22 ERegG), with TriCon in accordance with §§ 21 and 22 ERegG TriCon can object to it if the TOC to be included does not satisfy the general access conditions in accordance with Clause 2 or the statutory requirements, in particular the safety requirements.

3.9 Allocated slots shall be binding on the authorized parties. Every delay shall be reported to TriCon immediately. Delays of more than 30 minutes shall lead to the loss of the right to the registered slot. In this event, TriCon shall allocate the next available slot to the authorized party. For the use of the remaining slot in the event of delay, the authorized party, in agreement with TriCon, shall only then have the right if the delay was reported before the start of the allocated slot and there are no anticipated effects on following slots.

3.10 If there are valid applications for available simultaneous slots that are not compatible with one another, TriCon shall try through negotiations with the applicants to work towards an amicable solution, insofar as is possible, and thereby suggest a viable alternative in accordance with § 13 Paragraph 2 ERegG. The negotiating period shall not exceed 14 days. If agreement cannot be reached, TriCon shall consider the applications in the following order:

a) Applications that are a necessary consequence of an agreed train path including a subsequent marshalling path, whereby the necessary consequence of an agreed railway path including the subsequent marshalling path is, as a rule, then given when the use of the transshipment facility takes place in direct chronological or factual connection with the agreement of a specific train path including the subsequent marshalling path.

b) If two competing slots are equally necessary consequences of an agreed train path including a subsequent marshalling path, the applied for slots for annual use shall take precedence over applied for slots for intra-annual or one-off use. applied for slots for intra-annual use shall, in turn, take precedence over applied for slots for one-off use.

c) If two competing slots are equally necessary consequences of an agreed train path including a subsequent marshalling path and of the same level of use (annual use, intra-annual use or one-off use), then the applied for slot that enables a higher utilization of the transshipment facility shall take precedence. The same shall apply to competing slots that are not a necessary consequence of an agreed train path including subsequent marshalling paths and are of the same level of use.

d) If also in accordance with Clause 3.10 litera a), litera b) and litera c) no decision is possible, then the applications for which there is no so viable alternative available will be given precedence.

e) Insofar as in accordance with Clause 3.10 litera a) to d), no final decision is possible, TriCon shall carry out a highest price procedure in accordance with the provisions of § 52 Paragraph 8 Sentences 2 to 8 ERegG. For this purpose, TriCon shall simultaneously request the involved authorized parties to offer within 5 working days a user fee that is more than the user fee that was to be paid on the basis of the list of charges. The offers shall be submitted within the said period of time exclusively to the federal network agency that has been informed of the initiation of the highest price procedure by TriCon. After the expiry of the deadline, the federal network agency shall inform the bidders of the bids and their amounts. TriCon shall make an offer to the authorized party with the highest bid for the conclusion of an appropriate licence agreement. TriCon shall make the decision within 10 working days.

3.11 Within one quarter, 70% of the subscribed slots shall be used punctually and at least 50% of the subscribed volumes shall be complied with. If an authorized party fails to meet one of these values, then, in the following quarter, TriCon can adjust the agreed slot use according to the actual slot use in the previous quarter. In this case, the affected authorized party shall be informed with reasonable notice.

3.12 The licence agreement is a framework contract on the basis of which TriCon carries out the transshipment of the subscribed load units of the authorized parties. The services agreed in the licence agreement are performed via individual orders that the authorized party issues in accordance with Clause 3.2 AGB **(Annex 2)**. The issuing of an individual order is the written or electronic communication of the load unit type (Clause 2.2 AGB) and the load unit number before the acceptance of the load unit by TriCon. Firm individual orders for conditions-compliant load units shall be considered to have been accepted by TriCon on their issue if TriCon does not object immediately.

If load unit types and load unit numbers have already been registered in the licence agreement (such as, for example on the one-off use of the service facilities), then the licence agreement shall simultaneously be considered by TriCon as an accepted placement of order within the meaning of Clause 3.2 of the General Terms and Conditions of Business.

## 4. Scope and Duration of Use, Parking of Non-contractual Train Parts

4.1 The details of the agreed slots are derived from the licence agreement. The authorized party shall ensure that the allocated track has been cleared by the end of the slot time.

4.2 If the rights from a concluded licence agreement are not fully or only partially taken up within one month of the start of the use for reasons that are the fault of the authorized party, TriCon shall have the right to cancel the licence agreement with immediate effect. The terminated authorized party shall be liable to pay compensation for damages arising from the cancellation or partial cancellation of the contract; in particular, the outstanding charges for the use of the transshipment facility shall be paid to TriCon, whereby TriCon shall offset saved costs or expenses as well as remuneration received from other use of the cancelled capacities.

4.3 The craneable tracks (Module 1, tracks 1-4 and Module 2, tracks 9-14) are reserved exclusively for combined transport. There, only wagons gain entry that are carrying combined transport load units (craneable semitrailers, containers and swap bodies) or are suitable to do so. In addition, the requirements in Clause 2.4 must be satisfied.

4.4 If the authorized party intends to carry along wagons within the meaning of Clause 4.3 that are not part of a concluded licence agreement with TriCon in accordance with Clause 3.10, then the appropriate parking areas shall be applied for from TriCon (= parking of non-contractual train parts).

The same shall apply to authorized parties that wish to park wagons within the meaning of Clause 4.3 or other wagons on the track facilities of TriCon without the carrying out of transshipment activities, whereby the parking of other wagons is only permitted on the non-craneable tracks (Module 1, tracks 5-7 and Module 2, track 8).

4.5 The application for the parking of non-contractual train parts shall include the desired time window and the desired metres of track. It shall be submitted to TriCon in writing by fax or an electronic interface.

The checking takes place with the analogous application of Clause 3.5. If an appropriate parking possibility exists, TriCon shall provide the authorized party with an offer for the conclusion of a parking contract. Clause 3.6 shall apply accordingly.

4.6 If there are applications for available simultaneous slots that are not compatible with one another for the parking of non-contractual train parts, TriCon shall try through negotiations with the applicants to work towards an amicable solution. The negotiating period shall not exceed 14 days. If agreement cannot be reached, TriCon shall consider the applications in the following order:

a) Applications from authorized parties that already possess a slot for transshipment services for the time period concerned;

b) If the authorized parties have a simultaneous slot for transshipment services, the application with which TriCon can achieve higher revenues in accordance with the list of charges shall take precedence. In the event of equal revenues, TriCon shall simultaneously invite the authorized parties to submit a bid, within five working days, that is above the charge contained in the list of charges and shall accept the highest bid.

c) With applications from authorized parties that have no slot for transshipment services, authorized parties that have wagons within the meaning of Clause 4.3 shall take precedence over authorized parties with other wagons.

In the event of the clashing of equal applications within the meaning of this paragraph, Clause 4.6 litera b) shall apply.

## 5. Rights and Obligations of the Parties

5.1 Principles

5.1.1 For the use of the transshipment facility, in addition to the relevant laws and regulations, the operating regulations attached as **Annex 3** and the local regulations with the description of the infrastructure of TriCon (= provisions for operational safety) shall apply.

5.1.2 The contracting parties shall commit themselves to trustworthy cooperation, which takes into account the special features of the use of the transshipment facility and keeps the negative effects on the other contracting party as low as possible. For this purpose, the one contracting

party shall immediately give the other contracting party all the information for the assurance of the highest levels of safety and efficiency of the operations.

5.1.3 The contracting parties shall nominate in the contract one or more persons or positions who has / have the authority and is / are capable of making quick operational decisions in their names.

5.1.4 The authorized party shall make the CSF of TriCon available to commissioned third-parties and shall instruct them in the compliance with the requirements for use arising from them. This shall apply in particular to the compliance with the general access conditions in accordance with Clause 2 and the provisions for operational safety in accordance with Clause 5.1.1.

5.1.5 Authorized parties in accordance with § 1 Paragraph 12 No. 2 ERegG shall not exercise the rights contained in the licence agreement until a separate agreement concerning operational safety in accordance with Clause 3.7 Sentence 1 has been concluded between TriCon and the named TOC. TriCon shall immediately inform the affected authorized parties of impediments that prevent such an agreement. The same shall apply when such an agreement is ended.

5.1.6 The parties to an agreement in accordance with Clause 3.7, Sentence 1, too, shall nominate in the agreement one or more persons or positions who has / have the authority and is / are capable of making quick operational decisions in their names.

5.2 Information about the Agreed Use and in the Event of Disruptions

5.2.1 TriCon shall immediately inform the contracting parties of changes in the conditions in the transshipment facility (for example, construction work, changes to the technical or operational features of the route, maintenance or replacement of transshipment equipment) and of other irregularities and disruptions insofar as they may be important for the further arrangements of the contracting parties.

5.2.2 The authorized party shall ensure that TriCon is informed immediately of the following circumstances:

- Changes in the use applied for (for example, the length of the train, the type and quantity of the load units to be transshipped),
- Possible special features (for example, the transport of hazardous goods in accordance with GGVSEB/RID, the exceeding of load sizes),
- Other irregularities and disruptions in relation to the use of the transshipment facilities, especially late-arrival-related factors (for example, inbound train delay, late collection of the outbound train).

5.3 Disruptions to Operating Processes

5.3.1 The parties shall commit themselves to eliminate disruptions. The elimination of the disruptions shall take place without delay unless the immediate elimination is technically or economically unreasonable.

5.3.2 In the event of train delays, TriCon shall act in accordance with Clause 3.6. In the event of the chronologically overlapping delays of several trains or other disruptions, use in accordance with application Clause 3.10 Sentence 3 litera c) shall take precedence.

5.3.3 The authorized parties shall eliminate without delay, disruptions to the operational processes that are within their areas of responsibility. In particular, they shall ensure that the transshipment facility is not used beyond the contractually agreed scope (for example, by broken-down rail vehicles). In this case, TriCon shall also have the right at any time to eliminate the disruption to the operational process at the expense of the offending party (for example, through the towing away of broken-down rail vehicles).

5.3.4 TriCon shall immediately eliminate disruptions to the operational processes that are in its area of responsibility.

5.4 Inspection and Access Rights, Managerial Authority

TriCon reserves the right on its business premises to assure itself at all times that the authorized parties are complying with the requirements of these CSF. Insofar as it is necessary for the assurance of safe and orderly operation, for this purpose, authorized personnel of TriCon

shall be able to enter the vehicles of the authorized parties and issue instructions to the authorized parties' personnel.

5.5 Changes to the Transshipment Facility

TriCon has the right to make changes to the transshipment facility and the technical and operational standards for the use of the railway infrastructure taking into proper consideration the interests of the authorized parties.

TriCon shall inform the authorized parties immediately of any planned changes, where applicable also continuously (for example, with longer duration activities). Existing contractual obligations shall remain unaffected.

5.6 Maintenance and Construction Work

5.6.1 TriCon has the right at all times to carry out maintenance and construction work in the transshipment facility. TriCon shall carry out these activities within economically reasonable bounds and so that the negative effects on operating processes of the authorized users are kept as low as possible.

5.6.2 TriCon shall immediately inform (for example, in text form or via publication on the internet). The authorized parties of planned work that could affect the operating processes of the authorized parties. The authorized parties can comment on the planned work.

## 6. Liability

6.1 The liability shall be determined in accordance with the General Terms and Conditions of Business of TriCon attached as **Annex 2**. The contracting partners shall be liable in accordance with the supplementary and subordinate provisions of these conditions of use. Insofar as the General Terms and Conditions of Business (**Annex 2)** and these conditions of use contain no contradictory or special rules, the liability shall be determined by the statutory regulations.

6.2 The parties shall be responsible for the actions and omissions of their employees or other, vicarious agents in accordance with the respective, applicable statutory regulations.

The liability of the employees shall not extend beyond that of the contracting parties. The personal liability of the employees with respect to third parties shall remain unaffected. Recourse to the employees of the respective liable contracting party is only possible for the party itself taking as a basis its internal rules and regulations.

6.3 If it cannot be determined who has caused damage to TriCon or to third parties, TriCon and the authorized party shall be liable in equal proportions. If other authorized parties use or have used the affected railroads, the following regulation shall apply:

a) If an authorized party proves that it has obviously not contributed to the occurrence of damage, he shall be free from liability.

b) Apart from that, the damage shall first be apportioned in equal shares to each of all the remaining parties.

c) After this, the overall share falling on the authorized parties shall be divided amongst them in relationship to the extent of the actual use of the railroads in the last three months prior to the occurrence of the damage.

6.4 Deviations from the agreed use due to unavoidable events shall lie within the scope of the general operational risk and shall be at the expense and risk of the adversely affected parties concerned on a case-by-case basis. This shall apply correspondingly to such deviations from the agreed use that could not have been avoided even when observing the level of care required in the ordinary course of business. The liability for wilful intent and gross negligence shall remain unaffected by this.

## 7. Hazards for the Environment

7.1 The authorized parties shall be committed to refrain from environment-threating influences.

7.2 Should environment-threating emissions occur in connection with the carrying out of the operations of the authorized parties or if water-polluting substances out of the vehicles or load units brought into the transshipment facility by the authorized parties enter the earth or if

there are explosion, fire or other risks, TriCon shall be informed immediately. This notification shall leave the responsibilities of the authorized parties for the immediate initiation of counter- and rescue measures (for example, notifying the nearest police station, fire service, etc.) unaffected. If the hazardous situation in accordance with Sentence 1 necessitates the evacuation of the operating facilities of TriCon, the contracting partner causing the situation shall bear the costs.

7.3 With the contamination of the earth that has been caused by an authorized party – even if not to blame - TriCon shall instigate the necessary remediation measures. The costs shall be borne by the authorized party.

7.4 If as the site owner, TriCon is liable for the elimination of environmental damage that has been caused by authorized parties – even if not to blame – the authorized parties shall bear the costs arising for TriCon. If TriCon has contributed to the cause of the damage, then the obligation to pay compensation shall be dependent on the circumstances, in particular on the extent to which the damage has been largely caused by the one party or the other.

## 8. User Charges

8.1 The standard charges for the services of TriCon arise from the respective current list of charges that are sent to the authorized parties on request. The processing of the user applications is also covered with the standard charge.
The services associated with the operation of the transshipment facility comprise the following:

- transshipment services with additional services
- parking services for the transport-related interim parking (the parking of load units on the terminal premises)

8.2 Transshipments and Additional Services

8.2.1 A transshipment is the craning of a load unit that starts with lowering of the loading gear on to the load unit and ends with the releasing of the loading gear after the carried-out change of location.

8.2.2 The calculation of the charges for the transshipment services takes place respectively separated on the basis of the number of transshipped load units on railway arrival respectively railway exit multiplied by the transshipment price per load unit in accordance with the valid list of charges. The following additional services are included in the transshipment price:

- Check-in procedure
- Creation of the readiness for loading of the railway wagons
- Hazardous goods processing
- Infrastructure usage charges within the terminal and for the transshipment-allocated slot

A "Check-in" is the external visual inspection with respect to the compliance with the specified shipping terms and conditions of load units delivered by road for subsequent shipping by rail.

8.2.3 TriCon shall grant a reduction of the transshipment charge in accordance with Clause 8.2.2, for the rail-rail transshipment services when the following conditions apply:

- Not only inbound but also outbound trains are under the crane in a sufficiently large time slot (= 10 min. per transshipped load unit).
- Both trains are, in accordance with the track occupancy plan, in the same crane module.
- The inbound and outbound trains for the load units concerned shall be made known before arrival.
- There is no late arrival present -not in the responsibility of the terminal- that makes a transshipment impossible.

8.3 Transshipment Services Outside the Normal Opening Times

Agreed transshipment services outside the normal opening times shall be invoiced as follows:

8.3.1 With the agreement of long-term and regularly recurring transshipment services outside the normal opening times, the number of the actually transshipped load units shall be invoiced in accordance with Clause 8.2.2, but at least at the level of 12-times the transshipment basic service (minimum cost) per usage interval.

8.3.2 With the one-off agreement transshipment services outside the normal opening times, each started hour shall be invoiced on the basis of the hourly rates in accordance with the list of charges. With transshipment services on statutory holidays (national and regional) a higher hourly rate shall be applied in accordance with list of charges.

8.4 Parking Services (Transport-related Interim Parking)

In order to avoid disruption of the transshipment operations through overfilled parking areas and the associated negative repercussions on the operational areas, TriCon restricts the number of charge-free parking days and invoices for parking charges for parking days above this restriction per load unit in accordance with the list of charges. Parkings are on the day of arrival by road or rail and free on the on the subsequent days firmly numbered in the list of charges.

For each transport-related parked load unit, the respective identified charge rates shall be invoiced for each identified time period in the list of charges (calendar day or several calendar days), whereby load units up to and including a length of 7.82 m and load units longer than 7.82 m are distinguished between.

8.5 Cancellations

In the event of cancellations by the authorized parties of the agreed use that are in their area of responsibility, the cancellation charge shall amount to:

- Zero percent of the respective applicable charge rate of the current list of charges for cancellations received by TriCon up to 168 hours before the agreed use,

- 20 percent of the respective applicable charge rate of the current list of charges for cancellations received by TriCon from 167 to 24 hours before the agreed use,

- 40 percent of the respective applicable charge rate of the current list of charges for cancellations received by TriCon less than 24 hours before the agreed use.

The basis shall always be set on the transshipment volume of the same day of the week as the last used slot. Insofar as there is no previously used slot for the same weekday available as a reference figure, the ordered transshipment volume (receipt plus dispatch) shall be used as the calculation basis.

8.6 Non-utilization of Ordered Services

If the agreed services are not utilized without a cancellation in accordance with Clause 8.2 by the authorized parties, TriCon shall have the right to invoice for 60% of the standard charge, whereby the transshipment volume of the same weekday of the last used slot shall form the basis. Insofar as there is no previously used slot for the same weekday available as a reference figure, the ordered transshipment volume (receipt plus dispatch) shall be used as the calculation basis. Clause 6.4 shall apply accordingly.

8.7 Other Services

For the customs related presentation and customs inspection of the load units, TriCon shall invoice a charge per load unit in accordance with the list of charges. The further services offered by TriCon that go beyond the use of the transshipment facility can be found in the list of charges which will be made available on request.

8.8 Parking of Non-contractual Train Parts

For the parking of non-contractual train parts within the meaning of Clause 4.4. TriCon shall invoice a staggered charge that results from the length of the parked wagons (train length) and the parking duration measured in units of one hour.

8.9 Due Date and Payment Method

The due date and payment method can be found in Clause 11 of the General Terms and Conditions of Business of TriCon attached as Annex 2.

8.10 Offsetting and Withholding of Accounts

The off-setting against or withholding of the claims of TriCon shall be excluded unless the counterclaim is undisputed or is legally determined.

**Annexes:**

**Annex 1:** Description of the Infrastructure (System Sketch)

**Annex 2:** General Terms and Conditions of Business of TriCon Container-Terminal Nürnberg GmbH

**Annex 3:** Operating Regulations of TriCon Container-Terminal Nürnberg GmbH / local regulations with a description of the infrastructure

**Annex 4:** Application for the Conclusion of a Licence Agreement