

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

**Hamburger Straße 59  
D-90451 Nürnberg**

**Valid from 01.01.2023**

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**List of Abbreviations:**

AEG	General Railways Act
ADR	Regulation for the International Transportation of Dangerous Goods by Road
EBO	Railway Construction and Operation Act
EIGV	Ordinance on the Issuing of Railway Commissioning Licenses (Railway Commissioning Permit Ordinance)
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

## Conditions of Use for the Service Facilities (CSF)

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### 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](http://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 Section 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 Section 6 Paragraph 2 AEG

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- 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 Section 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 2<sup>nd</sup> 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 Section 14, 14b AEG unless there is an exemption in accordance with Section 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 11<sup>th</sup> of May, 2016 on the

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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 free of charge; 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 11<sup>th</sup> 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 Sections 16 and following EIGV (Ordinance on the Issuing of Railway Commissioning Licenses (Railway Commissioning Permit 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 Section 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. Applications for use outside the opening hours are only possible for rail-side handling services and are otherwise excluded. TriCon will bill a surcharge for rail-side use outside the opening hours (cf. No. 8.3).

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 To conclude a usage contract, the authorized user must first submit an application, which is to be sent to the e-mail address of TriCon, listed on the registration form (**Annex 4**). At the

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same time, the authorized parties in accordance with Section 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. If a registration form is not completely filled in, TriCon will immediately request the missing information from the authorized party by e-mail.

- 3.4 Applications for regularly recurring slots within the DB Netz AG timetable period (hereafter: annual uses) must be received by TriCon no later than three months before the DB Netz AG timetable change. 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 Examining the application and clarifying any outstanding questions shall be carried out without delay in the case of annual use, and without delay in the case of use during the year or one-off service, at the latest within five working days after receipt of the application. If appropriate handling and storage facilities are available, TriCon will submit an offer to the authorized user to conclude a contract for providing the requested service (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 Section 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 (Section 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.



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- 3.8 If a TOC requests the inclusion of a third-party TOC in the agreement concluded (Section 22 ERegG), with TriCon in accordance with Sections 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 valid requests for concurrent slots are submitted that are incompatible with each other, TriCon will attempt to reach a mutually agreeable solution according to articles 10 to 12 of DVO (EU) 2017/2177 through concurrent discussions and coordination with the affected applicants. Such a coordination procedure shall also be carried out in cases where an application conflicts with an already allocated capacity. The negotiation period shall be, at most, a period of 14 days. All parties concerned shall be involved in the negotiations with the same level of information. If no agreement is reached, TriCon will consider the requests 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

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that are not a necessary consequence of an agreed train path including subsequent marshalling paths and are of the same level of use.

- d) Insofar as no final decision is possible according to No. 3.10 litera a) to c), TriCon shall carry out a complete price procedure according to Section 52, Paragraph 8, Nos. 3 to 6 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.

If an application cannot be granted according to the decision mentioned above procedure. In that case, TriCon will examine the existence of a viable alternative with the affected applicant according to article 12 DVO (EU) 2017/2177. If such an alternative does not exist, TriCon may reject the application.

An access party whose application is to be rejected in whole or part may file an appeal according to Section 13, Paragraph 3 ERegG, article 14 DVO (EU) 2017/2177 after receipt of the rejection.

- 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. In case the relevant values are not achieved, termination shall be affected in this respect according to Section 43, Paragraph 4, No. 1 ERegG (cf. Section 4.2). 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.

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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 access party shall be obliged to compensate TriCon for the damage resulting from the termination or partial termination of the contract. In particular, he shall pay TriCon the lost remuneration for the use of the handling facility (from the time of termination or partial termination), whereby TriCon shall take into account any saved costs or expenses as well as remuneration from another use of the terminated capacities. For the non-utilization of ordered services until the termination or partial termination of the contract, the provisions of Nos. 8.5 and 8.6 shall apply.

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).

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- 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 is to be sent to TriCon's email address listed on the registration form (**Annex 4**).

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) In case the access parties were given an identical slot for handling services, priority shall be given to the application, which allows TriCon to achieve a higher turnover according to the List of Charges. In the event of an equally high turnover, TriCon shall conduct a complete price procedure under Section 52, Paragraph 8, Nos. 3 to 6 ERegG.
- 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 case the applications equally relate to other railway cars, TriCon shall carry out a highest bidder procedure according to Section 52, Paragraph 8, sentences 3 to 6 ERegG.

## 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

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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 Section 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),

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- 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 proceed according to No. 3.9. In the event of overlapping delays of several trains, or other disruptions, TriCon shall give priority to those utilizations that achieve the most efficient load factor of the transshipment facility in the specific situation. In case of operational equivalence, the higher load factor shall count.

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.

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### 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 Liability shall be determined according to TriCon's attached General Terms and Conditions (**Annex 2**) and the supplementary provisions of these Terms of Use. In case of possible contradictions, the requirements of the NBS shall prevail (No. 1.1 Paragraph 3 GTC). 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.

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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 railways, 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 railways 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-threatening influences.

7.2 Should environment-threatening 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



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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 TriCon's services are set out in the current List of Charges (**Annex 5**), which is available on the Internet at [www.tricon-terminal.de/info-desk/downloads](http://www.tricon-terminal.de/info-desk/downloads), or will be sent to the authorized user upon 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.

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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.

### 8.3 Rail-side handling services outside regular opening hours

For agreed rail-side handling services outside regular opening hours, TriCon shall charge, in addition to the handling charges according to No. 8.2.2, a surcharge shown in the List of Charges for each hour or part thereof.

### 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. In case of chargeable stowage, an additional, one-time handling charge for the transfer to the stowage depot and the additional expense (depot hub) associated with the stowage will be invoiced for each loading unit according to No. 8.2.2.

## 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

According to No. 8.5, TriCon will charge 60% of the standard fee if the authorized party does not employ the agreed usage without a cancellation. The handling volume that was last used for the same day of the week and time slot serves as a calculation 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. Additional services offered by TriCon that go beyond the use of the transshipment facility can be found in the List of Charges, available on the Internet at [www.tricon-terminal.de/downloads](http://www.tricon-terminal.de/downloads) or made available upon request.

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### 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

**Annex 5:** List of Charges in its current version at: [www.tricon-terminal.de/downloads](http://www.tricon-terminal.de/downloads)