



# TARIFF

## SERVICING TRAINS



RAIL OPERATIONS	TARIFF
Using the terminal's rail infrastructure <sup>a</sup>	EUR 600
Occupying the terminal's tracks <sup>b</sup>	EUR 150
Uncoupling a rail car from the train on the terminal's side track <sup>c</sup>	EUR 250
Parking a damaged rail car <sup>d</sup>	EUR 60
Moving a rail car to the railway station (and v.v.), from which it will enter the side track of PCCI terminal in order to be collected by the train operator <sup>e</sup>	EUR 150
Shunting into or out of the terminal <sup>f</sup>	EUR 300
The rate for the access to the train brake test device	EUR 50

- a. Within the transshipment slot dedicated for the given train operator; the fee is paid only when the total number of transshipments on the train (unloadings + loadings ordered and payable according to the terminal's tariff) during the time the terminal slot is occupied is lower than 50.
- b. Fee counted for every commenced hour above the committed transshipment slot.
- c. The charge includes the fee for occupying the track by one damaged rail car for a time of up to 4 hours from the moment of uncoupling from the train.
- d. The charge for a rail car, for every commenced hour of a damaged rail car stay, charging begins after 4 hours from uncoupling.
- e. Service performed only if it does not influence the remaining shunting service of the terminal. The charge is collected also in case of damaged rail cars delivery. The rate 150 EURO is being calculated per each single move.
- f. Shunting the train from the station to the terminal - EUR 300; from the terminal to the station - EUR 300.

The given fees are net values (VAT is not included) and are valid for the train operators after signing the contract with PCCI.

Settlement of transshipment operations is based on the currently applicable rates specified in the terminal tariff.

For handlings and transshipments during whole train service, a discount system for terminal rail handlings is available to railway and intermodal operators at their request.

\*PCC Intermodal on its' terminals does not service the trains which transport units with the cargo specified in The list of Cargo not accepted for service, the list is public & available on <http://www.pccintermodal.pl/en/about-company/for-download/> (The list of dangerous goods not accepted for service by PCC Intermodal S.A.)

\* PCC Intermodal S.A. does not provide the services of warehousing, storage or storage of hazardous materials. UTI with hazardous materials may only be within the terminal as part of carrying out trans-shipment operations in order to change the mode of transport during shipment and when a container is temporarily put aside as part of conditioned transport. However, the total layover time for containers containing hazardous materials cannot exceed 24 hours from the time of receipt by the terminal, apart from documented emergency situations.



This tariff applies to all train operators providing trains with intermodal loads dedicated for transshipment in the terminal or requiring additional services, according to the Terminal Tariff, who have been assigned by PCC Intermodal SA to the terminal slots.

PCC Intermodal SA ("PCCI" / „Operator”) declares, that as an entity having the AEO and SQAS certification, the company acts on the basis of generally applicable law regulations, it has internal regulations increasing the level of work safety and quality and it employs equipment and staff or subcontractors enabling the performance of activities listed on this tariff.

1. Servicing trains will be done in terms of committed terminal slots. Terminal slots must be agreed on with PCCI in advance, according to the Regulations of sharing the intermodal terminals of PCCI (available at: <http://www.pccintermodal.pl/en/about-company/for-download/>)
2. Train operator is obliged, in every 2 hours, to send e-mails to: [realizacja.slot.kutno@pcc.eu](mailto:realizacja.slot.kutno@pcc.eu); [realizacja.slot.gliwice@pcc.eu](mailto:realizacja.slot.gliwice@pcc.eu); [realizacja.slot.brzegdolny@pcc.eu](mailto:realizacja.slot.brzegdolny@pcc.eu), with information related to the performance of shipment every 2 hours, containing the confirmation that the shipment is done according to the timetable, or to informing about potential delays.
3. Train monitoring should be reported to the proper terminal e-mail adres according to point 2 above as from the 8th hours before the train expected arrival time to the station (station from which the train will enter PCCI terminal's side track).
4. In case the expected train arrival does not allow for the performance/completion of operations within the agreed slot (in particular, in case of a delayed arrival or the amount of cargo above the agreed slot), PCCI reserves the right to refuse to admit the train or to serve the train other time according to the agreement between PCCI and the train operator delivering the train to the terminal. New slot is assigned on the request of the train operator or the client, who had been admitted the slot.
5. In case of force majeure, a failure or weather conditions making it impossible for the trains to be serviced in the agreed terminal slots, PCCI shall inform the train operators about such situation. In such an event, PCCI shall not be held responsible for the situation and it shall take measures to assign new slots for the service of trains that could not have been transshipped in the assigned slots. New slot is assigned on the request of the train operator or the client, to whom the given slot relates.
6. PCCI offers the installation of compressed air for the purpose of brake testing done for the train leaving the terminal. The break test is being proceeded each time by the person assigned and approved by the rail provider/train operator allowed to use terminal slot.
7. In order to enable PCCI to service the train, the train operator is obliged to provide the following information at least 24 hours before the planned arrival/departure (within the assigned slot) of the train (in accordance to point 7 of the enclosure: Regulations of Sharing the intermodal terminals of PCCI):
  - a. train arrival/departure time;
  - b. list and specification of the cargo on the trains (including the name, weight of the load, etc.);
  - c. documents specifying the load characteristics (in particular the hazardous goods safety data sheets).
  - d. Other detailed instructions, referring to each particular UTI
8. In case of rail cars whose technical condition does not allow for their further shipment, the train operator is obliged to settle/arrange the conditions and payments for making the train able for further transport by PCCI. It is unacceptable for the train operator or persons acting on its behalf to repair the rolling stock in the terminal's area.
9. Transshipment operations that will have to be additionally performed when unloading the damaged rail cars, in situations that are not the terminal's fault, will be settled based on the fees resulting from the Tariff and will be settled with the train operator.



10. In the event that a train delivered by the Operator blocks track, which provides communication with the terminal (e.g. due to delivering a damaged rail car in the train) and the Operator fails to take steps to unblock the track immediately, PCCI is entitled to take measures to unblock the track. With the costs of those actions the Train operator will be charged.

11. If the train operator demands that the possibility of transporting the damaged rail car is assessed before taking the damaged rail car, it shall do it by its own means. The date when its representative comes in order to perform the assessment and qualify the rail car for transport shall be arranged with the Terminal.

12. PCCI shall enable the Clients' trains to enter PCCI terminal in order for their intermodal loads to be serviced, with the provision that shunting between the train station from which the train enters PCCI terminal's side track and the terminal or the other way around is done by an operator commissioned by PCCI, who performs transports in the area of the side track and train station, from which the trains enter PCCI terminal's side track. Shunting service is being provided in accordance with the Train servicing tariff.

13. The receipt of each train is done in the Terminal and is divided into a commercial part (receipt of intermodal loads) performed between PCCI and the train operator entering the train station, from which the trains enter PCCI terminal's side track and a technical part (assessment of the technical condition of the train entering the Terminal) - performed by the train operator and the shunting operator. Train operator's representative who delivers the train is obliged to stay in the Terminal until the reception of the train is completed. Absence of the train operator's representative during receptions is equivalent to accepting the assessment of the train's technical condition performed by the shunting operator or PCCI.

14. If there is a need to uncouple a damaged rail car from the train, the train operator's representative is obliged to stay in the terminal during these activities in order to cooperate with the Terminal, if necessary.

15. In the event of assigning another slot, the train operator delivering the train in the new slot shall coordinate the time of delivering the train to the train station, from which the trains enter PCCI terminal's side track, in such a way, as to arrive 1 hour before the agreed transshipment slot.

16. The train delivered to the terminal by the train operator shall arrive at the train station, from which the trains enter PCCI terminal's side track 1 hour before the planned transshipment slot. The train shall leave the train station, from which the trains enter PCCI terminal's side track after a complete transshipment within 2 hours after the transshipment slot.

17. It is unacceptable to block the Terminal's loading tracks with rail cars/trains after the transshipment, and the tracks of the train station, from which the trains enter PCCI terminal's side track with rail cars/trains after the transshipment that have left in the agreed time and are to be taken by the train operator. In case the Train operator is blocking the tracks PCCI can refuse accepting his trains on the terminals for servicing, moreover if the case happen more often PCCI can cancel all the slots assigned to the Train operator within 7 days as from the day the written request of stopping the procedure of blocking tracks will be send.

18. The dates of transporting the damaged rail cars to the train station, from which the trains enter PCCI terminal's side track is separately arranged with PCCI.

19. Representatives of the train operator participating in train receipts or assessment of the technical condition are obliged to read and abide by the side track Work Rules and the Container Terminal's Rules.

20. The provisions of this Tariff are subject to Polish law. Any disputes resulting from the performance of this Tariff's provisions shall be resolved by the Court having a jurisdiction over PCCI's location.