

**FREIGHT TRANSPORT REGULATIONS
FREIGHTLINER PL SP. Z O.O.**

Effective date: 31.03.2020

INTRODUCTION

These Freight Transport Regulations have been issued by Freightliner PL Sp. z o.o., a rail freight operator, in order to regulate the terms on which freight transport services are provided on the national rail network.

To ensure top standard of the services offered, Freightliner PL Sp. z o.o., as rail freight operator, has implemented, maintains and improves its procedures for the railway safety management system. Freightliner PL Sp. z o.o. has all the licenses, certificates and permits required under the applicable Community and national regulations to carry out transport operations.

Freightliner PL Sp. z o.o., ul. Polna 11, 00-633 Warsaw, Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register, no KRS 0000242909, share capital of PLN 1,000,000, NIP (Taxpayer ID) 9512158418, REGON (Business ID) 140264294, under Article 2.1 and Article 4 of the Transport Law of 15 November 1984 (Journal of Laws, No. 53, item 272, as amended), hereby publishes its Freight Transport Regulations as follows:

Section 1 Definitions

- Carrier*** - Freightliner PL Sp. z o.o. (FPL)
- Freight Transport Service*** - movement of a shipment by the Carrier from the Sender to the Recipient on the and conditions set out in an Agreement or Order
- Shipment*** - things accepted for transport based on a single consignment note
- Client*** - the entity that pays shipping charges to the Carrier under an Agreement or Order
- Sender*** - the entity indicated in an Agreement or Order, and specified in a consignment note as the entity responsible for dispatching the shipment
- Loader*** - the entity that performs loading activities at the request of the Client, the Carrier or the Sender
- Recipient*** - the entity indicated in an Agreement or Order, and specified in a consignment note as the entity responsible for receiving the shipment
- Unloader*** - the entity that performs unloading activities at the request of the Client, the Carrier or the Recipient
- Unloading Manager*** - Unloader's employee directly responsible for carrying out unloading activities
- Agreement*** - a written agreement between the Client and the Carrier specifying the terms of cooperation between the parties with regard to a Freight Transport Service
- Offer*** - a proposal for commercial terms and conditions of a Freight Transport Service in accordance with Article 66 of the Civil Code
- Commercial information*** - a proposal for commercial terms and conditions of a Freight Transport Service that is not an offer within the meaning of the Civil Code

- Order** - an order for a Freight Transport Service issued according to the template attached as Appendix 2 to these Regulations, with reference to a specific Offer
- Wagon** - a railway vehicle adapted to transport goods, operated by the Carrier or added to a train set formed at the request of the Carrier
- Wagon exterior** - wagon subassemblies, components and surfaces which do not constitute the cargo space
- Wagon Operator** - the entity referred to in the Railway Transport Act and its secondary legislation that is the owner of or has the right to use a railway vehicle as a means of transport

Section 2

General provisions

1. These Freight Transport Regulations, concerning the transport of cargo and other rail services provided by Freightliner PL Sp. z o.o., hereinafter referred to as the "FTR", lay down the scope of the Company's operations in the following areas:
 - carrying out the rail transport of goods under license No. WPR/134/2005 issued by the President of the Office of Rail Transport,
 - renting out rail vehicles under license No. UPT/135/2005 issued by the President of the Office of Rail Transport,
 - organizing the loading, unloading, road delivery and pick up of bulk materials,
 - providing other services related to rail transport (weighing shipments, organizing wagon unloading, providing forwarding services).
1. Freightliner PL Sp. z o.o. is a participant in the General Contract of Use of Freight Wagons (AVV).
2. Freightliner PL Sp. z o.o. has digital certificate for an operator of railway vehicles No. 3089.
3. Freightliner PL Sp. z o.o. has a letter identifier of the Railway Carrier, "FPL", agreed upon with the President of the Office of Rail Transport.

Section 3

Contracting freight transport

1. A Freight Transport Service is provided on the basis of an Agreement approved and signed by the Carrier and the Client or an Order signed by the Client and the Carrier, issued according to the template attached as Appendix 2 to these FTR and sent electronically to **planowanie@freightliner.pl**.
2. A Client who intends to use a Freight Transport Service should obtain from the Carrier an Offer for delivery of such service.

Section 4

Transport scheduling and notification

1. Prior to scheduling its transport activities, Freightliner PL Sp. z o.o. receives requisitions from Clients during the week preceding the week of performance of a Freight Transport Service. The Carrier and the Client agree and confirm the loading and unloading schedule on or before Friday in the week preceding the performance of the Service.
2. Once the schedule is agreed, the Client is required to send a signed Order electronically to **planowanie@freightliner.pl**.
3. The Carrier allows changes to be made to an agreed schedule until 72 hours before the planned start of loading, provided that such changes are mutually agreed.
4. In the event that a Freight Transport Service ordered by the Client is cancelled, the Carrier will be authorized to charge a fee:
 - up to 25% of the value of the Freight Transport Service if it is cancelled in a period shorter than 72 hours prior to the planned start of loading,
 - up to 10% of the value of the Freight Transport Service if it is cancelled earlier.
5. A weekly schedule and any changes to the schedule will be provided by the Carrier via electronic communication means to the addresses listed in the Agreement or Order.
6. On the day preceding delivery of empty wagons for loading and on the day preceding shipment delivery, the Carrier will notify the Client of delivery by telephone.
7. The Carrier's dispatcher is available 24/7 at: **+48 667 776 655**. At the request of a representative of the Client, the Sender, the Loader, the Unloader or the Recipient, the dispatcher is required to notify the representative of current location of the shipment and other organizational matters related to the Freight Transport Service being carried out.

Section 5

Dispatch of shipment for transport

1. The Sender is required to submit a consignment note with an attachment to the Carrier's representative at the shipment dispatch station, completed in accordance with the template attached as Appendix 3 to these Regulations or a different template accepted by the Carrier.
2. The consignment note should be drawn up in three copies: for the Recipient, for the Carrier and for the Sender.
3. A consignment note used in international communications should be drawn up in four copies: one for the Recipient, two for the Carrier, one for the Sender.
4. Failure to complete or incorrect completion of a consignment note with an attachment will result in refusal to accept the shipment for transport. The waiting time for removal of irregularities is included in the duration of the wagons remaining at the Client's disposal, as referred to in Section 6(2).
5. At the request of the Client or Sender, the Carrier will provide a consignment note template with detailed instructions how to complete it.
6. The Client or the Sender acting on behalf the Client is required to ensure that shipping documents are in conformity with the actual status, in particular as regards the type and weight of loaded goods.

Section 6

Time of loading and unloading

1. The Client is responsible for meeting the time set for wagon loading and unloading operations.
2. Unless the Agreement or Order sets out otherwise, the specified time of loading and unloading is the duration for which the wagons remain at the Client's disposal free of charge. If the duration specified in the preceding sentence is exceeded, the Carrier will be entitled to charge an additional fee in accordance with the Freight Service Rates enclosed as Appendix 1 to these Regulations.
3. The duration of wagons remaining at the Client's disposal begins when the Carrier notifies the Client of readiness to provide wagons at the station of dispatch or collection, however, not earlier than the time agreed in the schedule for providing the train set for loading or unloading.
4. In the event the Carrier's train arrival is delayed by more than 8 hours versus the agreed schedule, the duration of the wagons remaining at the Client's disposal will be calculated from 6:00 am the following day.
5. For loading and unloading performed on sidings not owned by PKP PLK S.A., the duration of readiness to provide wagons, as specified in point 3, will also include the waiting time due

to lack of the siding operator's consent to accept the train. In such a case, the entries from PKP PLK S.A.'s Operating Work Records System will be binding.

6. The duration of the wagons remaining at the Client's disposal, as specified in the Offer or Price Estimate, will not include the duration of stoppages resulting from local conditions at a station, siding or terminal if a stoppage begins within the duration of the wagons remaining at disposal free of charge.
7. Loading is deemed complete at the moment when the Sender notifies the Carrier about completion of loading activities.
8. Unloading is deemed complete at the moment when the Unloader notifies the Carrier about completion of unloading activities.
9. Unless the Agreement, Order, Offer or Technical Station Regulations applicable at a given dispatch or receipt station provide otherwise, loading activities will be carried out between 00:00 and 23:59 hours, except for public holidays, and unloading between 6:00 and 21:59 hours, except for public holidays.
10. The Client or an entity that carries out loading and unloading activities is required to notify the Carrier of the moment of completion of loading or unloading activities referred to in point 8 above not later than 1 hour before their planned completion. In the event that loading or unloading activities are to be carried out at sidings where the train is to be delivered and accepted on delivery and acceptance tracks, loading or unloading operations will be deemed complete at the moment when the wagons are put on the delivery and acceptance tracks of the siding after the end of such loading or unloading activities.
11. In the event that the Carrier has found an obstacle to accept wagons after loading or unloading, such loading or unloading activities will be deemed complete at the moment when the Carrier considers the obstacle eliminated. Obstacles that make the acceptance of wagons impossible include but are not limited to the following situations:
 - a wagon has been loaded unevenly or excessively during loading;
 - Freight residues left after unloading are insufficiently cleaned from a wagon;
 - Freight residues left after loading or unloading are insufficiently cleaned from external parts of a wagon;
 - correct consignment notes prepared after loading have not been delivered;
 - shipment receipt is not confirmed on the consignment note when upon delivery of a train set for unloading;
 - wagons cannot leave infrastructure that is not managed by PKP PLK SA, in particular as a result of infrastructure damage due to reasons not attributable to the Carrier.

Section 7

Loading activities

1. Unless the Agreement or Order provides otherwise, the Client is responsible for acts of the Sender and the Loader.
2. The Sender is required to ensure that shipping documents are in conformity with the actual status, in particular as regards the type and weight of loaded goods.
3. When initiating loading, the Loader confirms that the wagons meet his requirements in terms of technical condition and cleanliness.
4. According to Article 73 of the Transport Law, the Loader is liable for any damage to wagons caused by loading activities if they are carried out against the relevant generally applicable regulations. In the event of damage to the Carrier's wagons, a wagon damage report shall be drawn up, using the form enclosed as Appendix 4 to these Regulations. The Carrier has the right to charge the Sender for the costs of testing, measuring and repairing the wagons, the costs of transporting the wagons to a repair facility and the costs of renting wagons for the time the damaged wagons are inoperable. The amount of damages will be agreed upon separately.
5. The Carrier does not allow the Loader to move wagons without the use of a locomotive, unless such consent is given in writing by the Carrier.
6. The Loader is required to provide the Carrier's employee with any assistance in verifying the proper loading of a shipment, in particular to allow access to the loading platform, to show the weight register, to provide any other information necessary to verify proper loading.
7. In the event of any loading irregularities in terms of shipment placement in the cargo area or inconsistencies with the transport documents provided to the Carrier, the Carrier has the right to refuse to accept the shipment for transport and the Loader is required to immediately remove all inconsistencies.
8. If loading devices do not have weighing systems, the Loader is required to determine the method of calculating the load weight and the Carrier is entitled to check the shipment weight. The rules of accounting for possible non-conformances are set out in point B.5 of the Rates enclosed as Appendix 1 to these Regulations.
9. The weight of goods loaded into each wagon must not exceed the wagon load limit indicated on the side walls of the box. The Carrier determines in which situations loading up to the load limit is not allowed due to the allowed pressure on the wagon axle along the transport route and notifies the Loader of the weight that can be loaded into a wagon.

10. If irregularities in the loading of a Wagon or Wagons are detected during transport, the Client will not be released from the liability for loading activities.
11. If detection devices deployed along a transport route (DSAT) alert that a Wagon exceeds the allowed construction axle pressure limit the shipment has been reloaded, the Carrier has the right to:
- a. When load of no axle of the Wagon exceeds the allowed construction load limit of such axle:
 - if the determined weight of the cargo in the Wagon does not exceed the weight declared in the consignment note, the Carrier has the right to level out the cargo in the Wagon on its own and to charge an additional fee to the Client for activities carried out to correct the load distribution in the Wagon in the amount of PLN 1,000 for each Wagon corrected as above. The fee includes the costs connected with leveling out the cargo, maneuvering, lost slots in the timetable and additional fees paid to PKP PLK for failure to ensure the compliance of parameters of the train with the timetable;
 - if the determined weight of the cargo in the Wagon exceed the weight declared in the consignment note, the Carrier will move the Wagon to the nearest place indicated by PKP PLK. The Carrier puts the Wagon to the Terminal on the date agreed with the Client in order to unload the part of the cargo and to reduce axel pressure by the Carrier to the parameters that allow continuing transport in accordance with the applicable regulations. In such a case, the Carrier has the right to charge an additional fee for exceeding the allowed Wagon load limit in the amount of PLN 750 for each reloaded Wagon for each started 24-hour period in which the Wagon was excluded from use. A single one-off fee of PLN 750 per Wagon also applies when transport can be continued as extraordinary shipment upon consent of PKP PLK (address 4).
 - b. When load of any axle of the Wagon exceeds the allowed construction load limit, the Carrier will exclude the Wagon in the place indicated by PKP PLK and the Client will unload it and the Wagon will be sent to an authorized repair facility for test. The Client covers the costs of transport of the Wagon to the repair facility, of tests and of repairs of the damaged Wagon in accordance with separate rules. The Carrier has also the right to charge an additional fee for the time the Wagon is excluded from use at the rate of PLN 100 for each commenced 24-hour period. The time when the Wagon is excluded from use ends on the day the Wagon is brought to use after its tests or repairs are complete.

120	A	B	C	D
S	00,0	00,0	00,0	00,0
120	00,0			

Fig. 1 Sign with wagon load limit depending on railway line category.

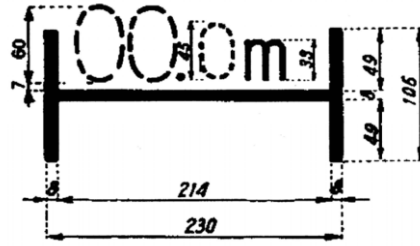


Fig. 2 Cargo length sign.

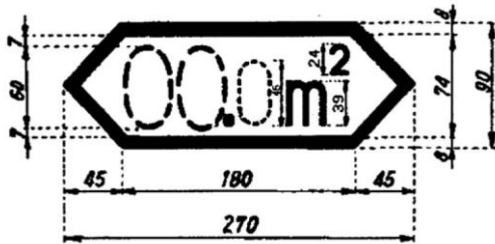


Fig. 3 Cargo area sign.

12. The load must be distributed evenly over the length of the load surface, thus guaranteeing an even pressure of all wagon carriages on the track.
13. The load must be evenly distributed along the long axis of symmetry of the wagon box. It is unacceptable to overload one side of the wagon.
14. After loading, the Loader is required to clean the residues of loaded goods from wagons exterior. This applies in particular to the upper perimeter of the box, buffer sleeves, couplers, the area of the cleanout doors or inspection openings and other places at risk of soiling with the loaded goods.
15. The Loader is required to remove all residues from loading activities from the railway area. In the event of failure to do so, the Carrier has the right to charge the Client with a fee for cleaning the railway area.
16. The Loader undertakes to immediately report to the Carrier all accidents, derailments and damage to the rolling stock that occurred during the loading activities, if the incident took place without the Carrier's involvement.

Section 8

Unloading activities

1. Unless otherwise stated in the Agreement or Order, the Client is responsible for acts of the Unloader.

2. The Unloader is required to ensure the efficient and timely unloading of wagons, using the technology agreed with the Carrier.
3. According to Article 73 of the Transport Law, the Unloader is liable for any damage to wagons caused by unloading activities if they are carried out against the relevant generally applicable regulations. In the event of damage to the Carrier's wagons, a wagon damage report will be drawn up, using the template enclosed as Appendix 4 to these Regulations. The Carrier has the right to charge the Client for the costs of testing, measuring and repairing the wagons and the cost of transporting the wagons to a repair facility. The amount of damages shall be agreed upon separately.
4. The Carrier does not allow the Unloader to move wagons without the use of a locomotive, unless such consent is given in writing by the Carrier.
5. If improper unloading equipment is provided, the Carrier has the right to stop unloading until the Unloader provides the appropriate equipment. The waiting time is included in the duration of the wagons remaining at the Client's disposal, as referred to in Section 6(2).
6. The Unloader undertakes to immediately report to the Carrier any accidents, derailments and damage to the rolling stock that occurred during the unloading activities, if the incident took place without the Carrier's involvement.
7. After unloading is complete, the Unloader is required to return the wagons in a condition that allows them to be used immediately for loading, in particular cleaned of any cargo residues. At the request of the Carrier's employee, the Unloader is required to improve the cleanliness of the wagons cargo space and/or exterior soiled during unloading.
8. The Unloader is required to remove all residues left after unloading activities from the railway area.
9. In the event of failure to comply with the obligation set out in Sections 8(7) and 8(8), the Carrier has the right to charge the Client for the costs to clean the wagons or the railway area.

Section 9

Loss, wastage or damage to shipment

1. Upon shipment acceptance, the Recipient has the right to request a recorded verification of the shipment status, in particular if any damage or tampering is found. Such a request should be made not later than on the day of unloading, based on the report of irregularities in shipment delivery, enclosed as Appendix 5 to these FTR.
2. The recorded findings should be made in the presence of an authorized person acting on behalf of the Recipient and an authorized representative of the Carrier.

3. The Recipient is not entitled to make any claims for shipment wastage which does not exceed the natural wastage standards set out in Appendix 7 to these FTR.

Section 10

Complaints procedure

1. The complaints procedure is regulated by the Regulation of the Minister of Transport and Construction of 24 February 2006 on determining the status of shipments and complaint proceedings (Journal of Laws No. 38, item 266).
2. The entity authorized to complain about improper performance of the service is the Client. Complaints submitted by third parties will not be examined by the Carrier.
3. In order to file a complaint, the Client completes the complaint report enclosed as Appendix 6 to these Regulations.
4. Filing a complaint does not release the Client from the obligation of timely and full payment for the Freight Transport Service in question.

Section 11

Haulage of wagons owned by the Client (hook & haul)

1. The Carrier provides Wagon haulage services at the request of entities that have the right to use wagons provided for transport (Wagon Operator).
2. The mutual relations and obligations of the Carrier and the Wagon Operator are governed by the General Contract for Use of Freight Wagons (AVV)
3. The procedure for contracting the haulage of wagons owned by the Wagon Operator is set out in Section 3.
4. Wagons are accepted for haulage based on technical inspections performed by the Carrier's personnel, taking into account Appendix 9 to the General Contract for Use of Freight Wagons (AVV) and internal regulations of the Carrier.
5. The Wagon Operator is required to provide the Carrier with wagons in a technical condition enabling their safe operation in the railway network, in particular:
 - maintained in accordance with the Maintenance System Documentation appropriate to the type of railway vehicle,
 - with permanently affixed and legible European identification numbers (EVN),
 - having an assigned entity responsible for maintenance (ECM).
6. The Carrier may refuse to accept a wagon/wagons for haulage if their technical condition, maintenance or labeling poses a safety risk.

7. At the request of the Carrier, the Wagon Operator is required to submit a certified copy of the Safety Certificate of the entity responsible for maintenance (ECM) of the wagons provided to the Carrier.
8. The Carrier will take over the wagons at the station indicated by the Operator at the agreed time. The costs related to transporting wagons to the dispatch station are subject to separate arrangements.
9. The Carrier is responsible for the technical condition of the Wagon Operator's vehicles included in the Carrier's train, to the extent described in the General Contract for Use of Freight Wagons (AVV).
10. In the event of a railway incident involving the Wagon Operator's wagons during their use by the Carrier, the Wagon Operator is required to provide the Carrier with immediate assistance in determining the causes and circumstances of the incident to the extent pertinent to the Operator's railway vehicles.
11. After the end of transport, the Carrier will return the wagons to the Operator at the station indicated by the Operator on the agreed date. The costs related to transporting wagons to the indicated station are subject to separate arrangements.

Section 12

Final provisions

1. Any matters not regulated by these Regulations are governed by the relevant provisions of the Civil Code, the Transport Law and the Rail Transport Act.
2. Any disputes arising in connection with the implementation of these Regulations shall be settled by the competent court having jurisdiction over the registered office of the Carrier.
3. These Regulations shall come into force on 31 March 2020 and are published on the Carrier's website <http://www.freighliner.pl>.
4. Any amendments to these Regulations will be published on the Carrier's website.

LIST OF APPENDICES

Appendix 1 - Freight Service Rates

Appendix 2 - Freight Order Template

Appendix 3 - Consignment Note Template

Appendix 3.1 - Instructions for completing consignment notes

Appendix 4 - Wagon Damage Report

Appendix 5 - Report on irregularities in shipment delivery

Appendix 6 - Complaint Report

Appendix 7 - Natural wastage standards