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**Conditions of RTM terminal network use  
Rostock Trimodal GmbH (RTM)**

valid as from April 13<sup>th</sup> 2010

## **Conditions of RTM network use**

### **1. Purpose and area of application**

#### 1.1

Rostock Trimodal GmbH (hereinafter: RTM) operates a handling facility by means of which load units of intermodal transport (semitrailers, containers and swap bodies) are loaded and unloaded between railway and truck as means of transport. It is a service facility within the meaning of § 2 paragr. 3c No. 3 of the German General Railway Act (AEG). The location, equipment and overall performance features of the handling facility may be deduced from the infrastructure description attached (Annex 1).

#### 1.2

The purpose of the present Conditions of Use is to grant all parties entitled to access, non-discriminatory access to the aforementioned handling facility as well as non-discriminatory use of the services connected with the operation of the handling facility. The Conditions apply to the entire business relation between the party entitled to access and RTM resulting from the above.

#### 1.3

The details of access, in particular the time and duration of use as well as the fee to be paid and the other conditions of use including stipulations serving operational safety remain reserved for the conclusion of an agreement according to § 14 paragr. 6 AEG.

#### 1.4

Contractual agreements between the parties entitled to access and the railway operating companies commissioned by them have no influence on the contractual agreements between the parties entitled to access and RTM.

### **2. General preconditions for access**

#### 2.1 Permits

##### 2.1.1

Parties entitled to access and/or railway operating companies commissioned by them have to render proof by submission of the original or a certified copy that they hold the following official permits:

- Permit for the performance of railway transport services within the meaning of § 6 paragr. 3 No. 1 AEG or
- a permit for the performance of railway transport services issued under the laws of another member state of the European Community or of a member state of the agreement of 2 May 1992 on the European Economic Area.

##### 2.1.2

In order to participate independently in railway operation, owners of railway vehicles have to render proof by submitting the original or a certified copy that they hold the following official permits:

- a permit for the independent participation in railway operation as the owner of railway vehicles within the meaning of § 6 paragr. 3 No. 2 AEG or

- a permit for the independent participation in railway operation as the owner of railway vehicles issued under the laws of another member state of the European Community or of a member state of the agreement of 2 May 1992 on the European Economic Area.

### 2.1.3

In the case of a permit issued by a foreign authority, a certified translation into German has to be submitted to RTM.

### 2.1.4

The withdrawal of and any amendment to the permits has to be immediately notified to RTM by the parties entitled to access in writing.

## 2.2 Public liability insurance

The party entitled to access has to render proof to RTM of the existence of a public liability insurance policy within the meaning of the ordinance on public liability insurance of railway companies (German Railway Public Liability Insurance Ordinance - EBHaftpfIV) dated 21 December 1995 [Federal Gazette / BGBl I p. 2101]. Changes in the existing insurance policy shall be immediately notified to RTM in writing.

## 2.3 Requirements with regard to staff, local knowledge

### 2.3.1

The operational staff used by the railway operator must

a)

as far as an interoperable rail infrastructure within the meaning of Council Directive 96/48/EG of 23 July 1996 on the interoperability of the trans-European high-speed railway system is used (official journal L 235 dated 17/09/1996, p. 6) or Directive 2001/16/EC of the European Parliament and Council of 19 March 2001 on the interoperability of the conventional trans-European railway system (official journal L 110 of 20/04/2001, p. 1), comply with the requirements of Community law,

b) for the rest comply with the requirements of the [German] railway operating regulations

and must have a command of the spoken and written German language as necessary for their respective task/activity.

### 2.3.2

Persons operating a railway vehicle need the necessary licence for that.

### 2.3.3

RTM shall impart the necessary local knowledge to the parties entitled to access and shall make available the information necessary to this end.

## 2.4 Requirements with regard to vehicles and load units

### 2.4.1

The railway vehicles entering the handling facility must, in their construction, equipment and maintenance status

a)

as far as an interoperable rail infrastructure within the meaning of Council Directive 96/48/EG of 23 July 1996 on the interoperability of the trans-European high-speed railway system is used (official journal L 235 dated 17/09/1996, p. 6) or Directive 2001/16/EC of the European Parliament and Council of 19/03/2001 on the interoperability of the conventional trans-European railway system (official journal L 110 of 20/04/2001, p. 1), comply with the requirements of Community law,

b)

for the rest comply with the stipulations of the [German] railway operating regulations and must have been inspected and accepted by the competent authority or must hold a commissioning permit within the meaning of § 4 KonVEIV. This may be deviated from in the case of the intended use of servicing facilities and other technical facilities if the safe operation of the vehicle is assured in some other way.

#### 2.4.2

The equipment of the railway vehicles employed must be compatible with the control, safety and communication systems of the railway tracks used in the handling facility.

#### 2.4.3

The precondition for road access is the use of roadworthy and sufficiently equipped road vehicles with adequately qualified driver staff.

#### 2.4.4

The load units brought to the handling facility by rail and road must be standardized, suitable for handling and in an unexceptionable technical condition. The standards result from numeral 2.1 of the General Terms and Conditions attached (Annex 2).

### **3. Permission for Use Contract and Individual Orders**

#### 3.1

The use of the services offered by RTM presupposes the conclusion of a Permission for Use Contract within the meaning of § 14 paragr. 6 AEG. With this Permission for Use Contract the beneficiary is allocated a slot by RTM. A slot describes the time window allocated to a party entitled to access on a certain track of the handling facility, during which the handling services are performed. The time window/slot starts with the contractually agreed time of arrival and ends with the contractually agreed time of departure.

#### 3.2

To conclude a Permission for Use Contract, the party entitled to access must first file an application that shall be transmitted to RTM in writing or electronically. This also includes transmission by fax. For an application, the application form attached in Annex 4 is to be used which indicates the required minimum information.

#### 3.3

Only fully completed applications will be processed.

#### 3.4

The checking of the application and the clarification of unresolved issues shall be performed within ten days from receipt of the application. If adequate handling and

parking resources are available, RTM shall submit to the party entitled to access an offer for the conclusion of a contract for the performance of the service applied for (Permission for Use Contract) within the checking period mentioned.

### 3.5

The party entitled to access may accept the offer submitted according to numeral 3.4 within five weekdays. If the offer is not accepted within that period it shall lose its validity.

### 3.6

Allocated slots are binding for the parties entitled to access. Any delay is to be immediately notified to RTM. Delays of more than 30 minutes shall lead to the loss of the claim to the registered slot. In that case RTM shall allocate the nearest available slot to the party entitled to access. In case of delays the party entitled to access may only claim the use of the remaining slot in coordination with RTM if the delay was notified before the start of the slot allocated and if no consequences are to be expected for the subsequent slots.

### 3.7

If valid applications for simultaneous, incompatible slots are at hand, RTM shall try to work towards an amiable solution through negotiations with the applicants. The negotiations must not exceed a period of 14 days. If no agreement is achieved, RTM shall consider the applications in the following sequence:

#### a)

Applications that are the necessary consequence of an agreed train path, where the necessary consequence of an agreed train path usually exists if the use of the handling facility is directly linked in terms of time or subject matter with the agreement on a certain train path.

#### b)

If competing slots are in equal measure the necessary consequence of an agreed train path, priority shall be given to the slot applied for which allows for a higher utilization of the handling facility. The same shall apply to competing slots that are not the necessary consequence of an agreed train path.

### 3.8

Within one three-month period 70 % of the registered slots must be used punctually and at least 50 % of the amounts notified must be complied with. If a party entitled to access falls short of one of these values, RTM shall adjust the slot use agreed in the next three-month period according to the actual use in the preceding three-month period. The respective party entitled to access must in such a case be informed with adequate time for preparation.

### 3.9

The Permission for Use Contract is a framework agreement, on the basis of which RTM performs the handling of the load units notified by the party entitled to access. The services agreed in the Permission for Use Contract shall be particularized by individual orders issued by the party entitled to access as per numeral 3.1 of the General Terms and Conditions (Annex 2). The issuing of an individual order is constituted by the written or electronic transmission of the load unit type (numeral 2.1

of the General Terms and Conditions) and of the load unit number before the load unit is taken over by RTM. More specific individual orders for load units conforming to the terms shall be deemed accepted by RTM once they have been issued.

If the load unit type and load unit number are already included in the Permission for Use Contract (such as, for instance, in the case of a once-only use of the service facility), the Permission for Use Contract shall at the same time be deemed the issuing of an order accepted by RTM within the meaning of numeral 3.1 of the General Terms and Conditions.

#### **4. Extent and duration of use**

##### 4.1

The details of the agreed slots result from the Permission for Use Contract. The party entitled to access has to make sure that the track allocated to him is vacated at the end time of the slot.

##### 4.2

If the right resulting from a Permission for Use Contract concluded is not used wholly or in part within one month after the agreed start of use for reasons for which the party entitled to access is responsible, RTM shall be entitled insofar to give notice on the Permission for Use Contract as per § 12 of the Railway Operation Ordinance [EIBV].

#### **5. Rights and duties of the parties**

##### 5.1 Principles

###### 5.1.1

Apart from the relevant laws and directives the use of the handling facility is governed by the operating regulations of RTM attached as Annex 3.

###### 5.1.2

The parties to the contract undertake to engage in a trusting cooperation that shall take into account the particularities of the use of the handling facility and keep negative effects on the other contracting party as small as possible. To this end one contracting party shall immediately pass on to the other party all information for the safeguarding of the highest possible degree of safety and efficiency in the running of the facility.

###### 5.1.3

In the contract, the contracting parties shall name one or several person(s) and/or office(s)/bodies that is/are authorized and able to take operating decisions on their behalf at very short notice.

##### 5.2. Information on the agreed use and in case of breakdowns

###### 5.2.1

RTM shall immediately inform the contracting party about changes in the status of the handling facility (e.g. building work, changes in the technical or operating features of the roadway/tracks, maintenance or replacement of handling equipment) and about

other irregularities and disruptions as far as they may be of importance for further arrangements of the contracting party.

#### 5.2.2

The party entitled to access shall make sure that RTM is immediately informed of the following circumstances:

a)

Changes with regard to the use applied for (e.g. length of train, type and number of load units to be handled),

b)

Peculiarities, if any (e.g. transport of dangerous goods as per GGVSEB/RID, load units out of gauge),

c)

Other irregularities and disruptions with regard to the use of the handling facility, especially factors relevant for delays (e.g. delayed arrival of trains, delayed pick-up of outgoing trains).

### 5.3 Disruptions in the operating procedure

#### 5.3.1

The parties covenant to remove disruptions. The remedying of the disruption shall take place immediately, unless an immediate remedying is technically or commercially unreasonable.

#### 5.3.2

In case of train delays RTM shall proceed according to num. 3.6. In case of overlapping delays of several trains or other disruptions, priority shall be given to uses in adequate application of num. 3.7 sentence 3 letter b).

#### 5.3.3

The party entitled to access shall immediately remove disruptions in the operating procedure that are attributable to his sphere of responsibility. He shall in particular take care that the handling facility is not made use of beyond the contractually agreed extent (e.g. by railway vehicles left behind). In any case RTM shall also be entitled at all times to remove the disruption in the operating procedure at the expense of the party who has caused it (e.g. by towing away railway vehicles left behind).

#### 5.3.4

RTM shall immediately remove disruptions in the operating procedure that are attributable to its sphere of responsibility.

### 5.4 Right of inspection and entry, authority to give instructions

On its business premises RTM reserves the right to ascertain at any time whether or not the parties entitled to access are adhering to the requirements of the present Conditions of Use (NBS). As far as necessary to assure a safe and regular operation,

persons authorized to do so by RTM may enter vehicles of the parties entitled to access and may issue instructions to the staff of the parties entitled to access.

## 5.5 Changes in the handling facility

RTM is entitled to change the handling facility as well as the technical and operational standards for the use of the railway infrastructure while adequately considering the concerns of the parties entitled to access. RTM shall inform the parties entitled to access immediately about planned changes, also continuously if applicable (e.g. in case of measures/activities taking longer). Existing contractual obligations shall remain unaffected.

## 5.6 Maintenance and building activities

### 5.6.1

RTM is entitled to conduct maintenance and building activities at the handling facility at any time. RTM shall conduct these activities within the scope of what is commercially reasonable in such a way that negative effects on the operating procedure of the party entitled to access will be kept as small as possible.

### 5.6.2

RTM shall immediately inform the party entitled to access about planned works that may have consequences for the operating procedure of the party entitled to access (e.g. by a text transmission or by posting on the Internet). The party entitled to access may comment on the planned works.

## 6. Liability

### 6.1.

The liability is determined according to the General Terms and Conditions of RTM attached in Annex 2. In addition and with a lower priority the contracting parties are liable according to the stipulations of the present Conditions of Use. As far as the General Terms and Conditions (Annex 2) and the present Conditions of Use do not contain any differing, more specific stipulations the liability shall be determined by the statutory provisions.

### 6.2

The liability of the staff shall not exceed the liability of the contracting parties. The personal liability of the staff towards third parties shall remain unaffected. A recourse to staff of the contracting party liable in each case shall only be possible for that party itself on the basis of its internal principles.

### 6.3

If it is not possible to establish who caused a damage to RTM or a third party, RTM and the party entitled to access shall be liable in equal parts. If further parties entitled to access are also using or have also used the railway tracks concerned the following stipulation shall apply:

#### a)

If a party entitled to access renders proof that he has obviously not contributed to the emergence of the damage he shall be free from liability.

b)

For the rest the damage shall first of all be divided among the number of the total remaining parties involved in equal parts.

c)

The share hereafter apportionable to the party entitled to access on the whole shall then be divided among them in the ratio which results from the extent of the actual use of the railway tracks during the last three months prior to the occurrence of the damage.

6.4

Deviations from the agreed use due to unavoidable events are part of the overall operating risk and shall be at the expense and risk of the parties involved that may be adversely affected by them in the individual case. This shall apply *mutatis mutandis* in case of such deviations from the agreed use that could not be avoided even by observing the care necessary in transport. The liability for criminal intent and gross negligence shall remain unaffected by this.

## **7. Dangers for the environment**

7.1

The party entitled to access is obliged to refrain from impacting the environment in a harmful or dangerous way.

7.2

If immissions endangering the environment happen in connection with the conducting of the operation by the party entitled to access or if substances hazardous to water are introduced into the soil from vehicles or load units brought to the handling facility by the party entitled to access or if there is a danger of explosion, fire or some other danger, RTM shall be notified immediately. This notification does not affect the responsibility of the party entitled to access for immediately starting counter-measures and a rescue operation (e.g. informing the nearest police authority, fire brigade etc.). If the dangerous situation as per sentence 1 necessitates the evacuation of operating facilities/premises of RTM the party who has caused the situation shall bear the cost.

7.3

In case of soil contamination caused by the party entitled to access even without fault, RTM shall cause the necessary rehabilitation measures to be performed. The cost of the rehabilitation shall be borne by the party entitled to access.

7.4

If RTM as the one who interfered with the status is obliged to remove environmental damage caused by the party entitled to access even without fault the party entitled to access shall bear the cost accruing to RTM. If RTM has contributed to the occurrence of the damage the obligation to render compensation shall depend on the circumstances, particularly on the extent to which the damage was predominantly caused by one or the other.

## **8. User fee**

### **8.1**

The regular fees for the services of RTM result from the current fees scale in force at any given time which will be sent to the party entitled to access upon request.

The regular fee also covers the processing of applications for use.

The fees for handling services are calculated separately in each case on the basis of the number of load units handled incoming by rail and/or outgoing by rail multiplied by the handling rate per load unit according to the valid fees scale.

### **8.2**

In case of cancellations of agreed uses by the party entitled to access the cancellation charge shall amount to:

- Zero percent of the fee rate of the current fees scale applying in case of cancellations received at RTM up to 96 hours before the agreed use,
- 10 percent of the fee rate of the current fees scale applying in case of cancellations received at RTM between 96 up to 24 hours before the agreed use,
- 30 percent of the fee rate of the current fees scale applying in case of cancellations received at RTM less than 24 hours before the agreed use.

The amount handled during the slot last used for the same weekday shall be used as a basis. If no previously used slot is available as a unit of reference for the same weekday, the ordered amount to be handled (outgoing and incoming) shall be used as the basis of calculation.

### **8.3**

If the agreed use is not made use of by the party entitled to access without a cancellation as per numeral 8.2, RTM shall invoice 60 % of the regular fee, using as a basis the amount handled during the slot last used for the same weekday. If no previously used slot is available as a unit of reference for the same weekday, the ordered amount to be handled (outgoing and incoming) shall be used as the basis of calculation.

### **8.4**

In order to avoid disruptions of the handling activities by overcrowded parking areas and the negative consequences resulting therefrom for the operating areas, RTM limits the number of free-of-charge parking days and invoices a regular fee as per the fee overview for parking days per load unit exceeding them.

Parking is free on the day of delivery of the load unit by road or rail and on the subsequent days numbered concretely in the fees scale.

The calculation of the parking fees is done on the basis of calendar days (including Sundays and holidays) multiplied by the daily rate shown in the fees scale. The amount of the daily rate is governed by the length of the load unit concerned, with a difference being made between load units up to and including a length of 7.82 m and load units with a length above 7.82 m.

A further regular handling fee as per numeral 8.1 is invoiced with the start of the parking time subject to parking fees.

8.5

The due date and terms of payment result from numeral 11 of the Overall Terms and Conditions of RTM attached as Annex 2.

8.6

Offsetting against or retention of accounts receivable by RTM are ruled out, unless the counter claim is uncontested and has been established with legal validity.

**Annexes:**

Annex 1: Description of the infrastructure

Annex 2: General Terms and Conditions of Rostock Trimodal GmbH

Annex 3: Operating Regulations of RTM

Annex 4: Application for conclusion of a Permission for Use Contract

## Annex 1



### Description of the infrastructure

The intermodal transport handling facility of RTM is situated in 18147 Rostock, federal state of Mecklenburg-Vorpommern, Am Skandinavienkai 7 on the territory of Rostock seaport.

It consists of the handling tracks 591 and 592, each with 550 m of useful track length for the handling of load units. The company has 3 mobile units (reach stackers), each with a carrying capacity of 45 tonnes, and 2 terminal tractors.

There are 237 parking spaces for load units, a leakage space, 10 parking spaces for dangerous goods, 10 mains connections for temperature-controlled load units and 3 compressed air stations for break tests available at the terminal.

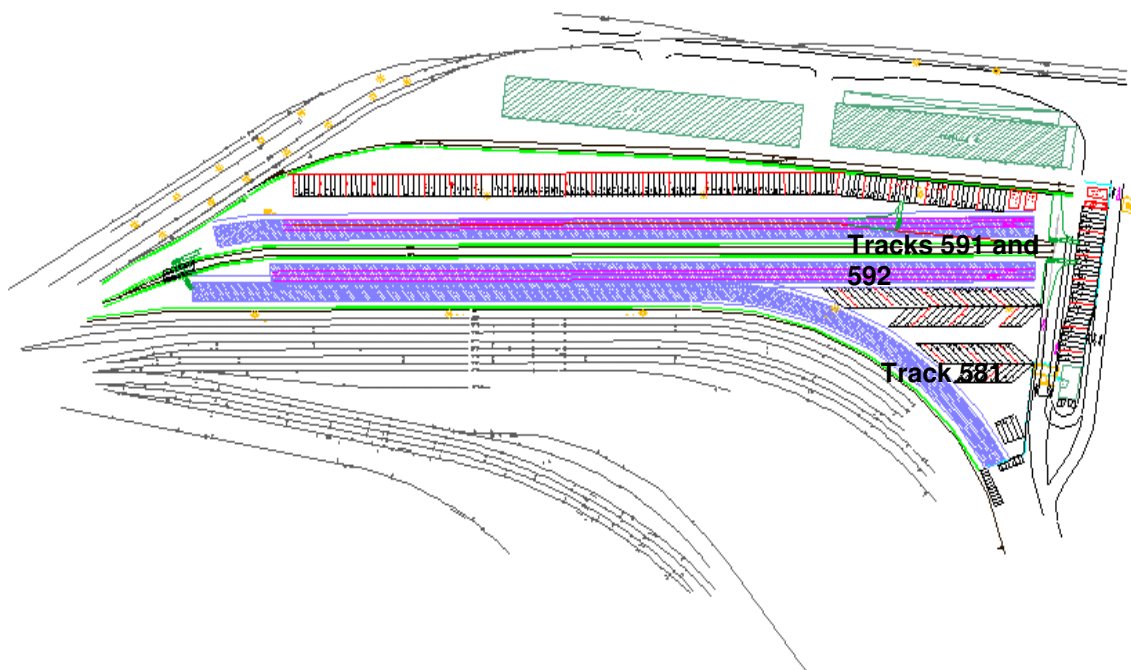
The a/m railway tracks are owned by Hafen-Entwicklungsgesellschaft Rostock mbH (HERO) and are connected to the railway infrastructure of DB Netz AG through a railway infrastructure connection agreement. They are operated as a branch line by HERO.

Next to the handling tracks 591 and 592 there is another handling track, 581, with 600 m of useful length serviced by reach stackers which is owned by DB Netz AG and belongs to the latter's railway infrastructure. Contracts for permission to use this track have to be agreed with DB Netz AG. HERO has assigned the use and management of the RTM handling facility for intermodal transport including the a/m handling tracks 591 and 592 as well as the area alongside track 581 to RTM.

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**Annex 2**

**AGB / GTC**

General Terms and Conditions

of

Rostock Trimodal GmbH (RTM)

valid from 13 April 2010

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## **General Terms and Conditions (GTC)**

### **1. Area of validity and supplementary terms and conditions**

1.1 Rostock Trimodal GmbH (hereinafter: RTM) operates a handling facility which transships load units of intermodal transport. The services connected with the use of the handling facility are performed by RTM on the basis of the present terms and conditions and of the supplementary stipulations of the Conditions of Network Use (NBS), both as amended. The aforementioned Conditions of Network Use (NBS) have been deposited at the Internet address <http://www.portofrostock.de> under the link 'Kombinierter Ladungsverkehr' and will be dispatched upon request.

As far as RTM performs services that are not counted as use of the handling facility as a service facility within the meaning of § 14 AEG<sup>1</sup> the supplementary application of the Conditions of Network Use shall be dropped.

1.2 General Terms and Conditions of the client shall only apply if expressly confirmed in writing by RTM.

1.3 These GTC do not apply to contracts with consumers. A consumer is an individual who signs the contract for a purpose that can not be ascribed either to their commercial or their self-employed activities.

### **2. Scope of services**

2.1 RTM performs the following services:

- handling of load units of intermodal transport
- transitory parking due to transportation,
- other services.

Load units within the meaning of these GTC are:

- Large containers (according to ISO standards)
- Swap bodies (acc. to CEN standards)
- Semitrailers (acc. to StVZO<sup>2</sup>).

Load units for the unescorted intermodal transport by rail and road must be technically licensed for that transport, i.e. the approval plate on the codification or, in the case of ISO containers, the safety approval plate according to the Container Safety Convention, must be in place. The condition of the load unit that has led to its being licensed for intermodal transport must not have changed since then.

### **3. Permission of Use Contract, order placing, acceptance of orders**

3.1 The precondition for access to and for the use of the handling facility as per § 14 AEG is the conclusion of a Permission of Use Contract (numeral 3 NBS) on the basis of which concrete individual orders are placed.

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<sup>1</sup> German General Railway Act

<sup>2</sup> supplementary German road traffic code

The issuing of an individual order is constituted by the written or electronic transmission of the load unit type (numeral 2.1 of the GTC) and of the load unit number before the load unit is taken over by RTM. This also includes transmission by fax. More specific individual orders for load units conforming to the terms shall be deemed accepted by RTM once they have been issued. If the load unit type and load unit number are already included in the Permission for Use Contract (such as, for instance, in the case of a once-only use of the service facility), the Permission for Use Contract shall at the same time be considered as the placing and acceptance of an order within the meaning of the present stipulation.

3.2 Orders to RTM that concern the performance of transport services which are not counted as use of the handling facility as a service facility within the meaning of § 14 AEG must contain all information necessary for the proper execution of the order and must be placed in writing or electronically. This also includes the transmission of an order by fax.

A written confirmation of an order by RTM for those services shall only be given if this has been especially agreed with the client.

#### **4. Handling**

4.1 Handling is the transshipment from one means of transport to another and/or from one carrier to another (cf. GGBefG<sup>3</sup> § 2).

4.2 The handling by hoisting device commences as soon as the handling gear of the handling unit is being lowered onto the load unit.

4.3 The handling by hoisting device ends as soon as the handling gear of the handling unit is detached from the load unit, lifted and is clear of the load unit.

#### **5. Transitory parking due to transportation**

5.1 The transitory parking due to transportation is part of the transport and includes the temporary stay of load units on the business premises of RTM (cf. GGBefG § 2).

The stipulation applies by analogy to empty load units and load units without dangerous goods.

5.2 The transitory parking of load units due to transportation carries a fee according to the times and terms indicated in the fees scale of RTM in force at the time.

#### **6. Condition of the load units**

6.1 The load units must comply with the statutory provisions applying in each case and with the technical stipulations.

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<sup>3</sup> German Act on the Transportation of Dangerous Goods

6.2 Over and above this, RTM has the right to inspect the load units for obvious defects and damages at takeover (while they are on the vehicle delivering them), from the ground. RTM is not obliged to check the goods, their packaging, stowage and fastening and the information provided on these by the client or the documents handed over.

## **7. Special stipulations for dangerous goods**

7.1 The handling and transitory parking due to transportation of load units with dangerous goods (loaded and empty, uncleaned load units, GGBefG § 2) are subject to the statutory provisions applying in each case.

## **8. Liability of the client**

8.1 The client shall be liable for any damage caused to RTM or third parties by an improper condition of the load units or the cargo. The client shall be liable if he has violated his obligations, even without any fault on his part, for any damage caused by this.

## **9. Liability of RTM**

9.1 Unless otherwise agreed, RTM shall be liable for claims resulting from the performance of handling services and transitory parking due to transportation according to the stipulations of §§ 407 ff of the German Commercial Code (HGB).

**9.2 Liability for damage caused by loss or damage is limited to 8.33 SDR<sup>4</sup>/kg of the gross weight of the consignment.**

**9.3 In every case of damage the aforementioned liability of RTM is limited to an amount of EUR 1 million or 2 SDR for each kilogram, depending on which amount is higher.**

9.4 The aforementioned exemptions from and limitations of liability shall not apply if the damage was caused with criminal intent or by gross negligence of the organs of RTM, its senior executives or vicarious agents, the latter while performing a principal contractual obligation, in the cases of §§ 425 ff, 461 ff HGB by organs of RTM or the persons mentioned in §§ 428, 462 HGB, deliberately or negligently and with the awareness that a damage would likely occur.

## **10. Notice of damage**

10.1 If a loss of or damage to the load unit is discernible on the outside and if the consignee or the client does not notify RTM of the loss or damage at the latest

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<sup>4</sup> Special Drawing Right

upon delivery of the load unit it shall be assumed that the load unit was handed over in a contractual condition. The notice must identify the damage with sufficient clarity.

10.2 The assumption as per 10.1 shall also apply if the loss or damage was not outwardly visible and has not been reported within 7 days after delivery.

10.3 A notice of damage after delivery has to be given in writing; the notice of damage may be transmitted by means of a telecommunications facility. A signature is not required if the issuer is identifiable from the notice in another way. In order to observe the time limit it is sufficient to dispatch the notice on time.

## **11. Payment, delay of payment and offsetting**

11.1 The basis for the fee calculation is the fees scale of RTM valid in each case. Fees shall be paid in Euro and shall be invoiced plus the statutory VAT in the amount applicable in each case.

11.2 Payments shall be transferred to an account to be determined by RTM at the expense of the remitter and shall be due with receipt of the invoice. Different methods of payment may be determined in a separate agreement. In case of delay of payment, interest on arrears in the amount of 3 % above the interest rate of the ECB applying in each case shall be payable plus Euro 10.00 for each written reminder as lump-sum collection expenses. Offsetting against or retention of accounts receivable by RTM are ruled out, unless the counter claim is uncontested and has been established with legal validity.

## **12. Statutes of limitation**

12.1 Claims against RTM shall expire by limitation after one year. In case of criminal intent or a negligence tantamount to it according to § 435 HGB the statutory period is 3 years.

The statutes of limitation begin with the end of the day on which the load unit has left the handling terminal by rail or road.

## **13. Place of jurisdiction**









13.1 The sole place of jurisdiction for all disputes arising from the contractual relationship (including counterclaims, check payment and summary bill enforcement proceedings) is the seat of RTM. RTM may also take the client to court at their place of jurisdiction. The laws of the Federal Republic of Germany relevant for the legal relationship apply.



#### **14. Safeguarding clause**

If individual clauses of these terms and conditions are or become null and void or ineffective this shall not affect the validity of the remaining stipulations and clauses.

#### **15. Coming into effect**

The General Terms and Conditions in the present version come into effect on 13/04/2010.

<p>1. Auf dem gesamten Gelände des Terminals gilt die Straßenverkehrsordnung (STVO). Die Höchstgeschwindigkeit beträgt 25 km/h. Mobilgeräte und Krane sowie Terminalzugmaschinen und Schienenfahrzeuge haben Vorrang! Das unberechtigte Abstellen von Fahrzeugen oder Ladeeinheiten ist verboten.</p>	   
<p>2. Auf dem Terminal sind Warnkleidung und Schutzhelm zu tragen. Besucher des Terminals müssen sich bei der Terminalleitung melden.</p>	 
<p>3. Der unbefugte Aufenthalt im Gleisbereich ist verboten.</p>	
<p>4. Das unbefugte Be- oder Übersteigen von Tragwagen ist verboten.</p>	
<p>5. Der Sicherheitsabstand zu den Gleisen ist unbedingt einzuhalten (siehe Markierung am Boden).</p>	
<p>6. Beim Öffnen der Fahrzeugtüren ist auf die Bewegung von Schienenfahrzeugen oder Kranen zu achten!</p>	
<p>7. Besondere Vorsicht beim Betreten der Fahrbahn, insbesondere beim Hervortreten hinter Ladeeinheiten oder Fahrzeugen.</p>	
<p>8. Soweit möglich nicht unter schwebende Lasten treten oder fahren.</p>	 
<p>9. Das Besteigen von Ladeeinheiten in der Kranbahn ist verboten.</p>	
<p>10. Bei der Be- oder Entladung aus dem Fahrzeug aussteigen und Sichtkontakt zu den Kran- oder Gerätebedienern halten. Sicherheitsabstand zu den Krangeschirren einhalten!</p>	
<p>11. Be- oder Entladung durch LKW-Fahrer vorbereiten:</p> <ul style="list-style-type: none"> <li>* Das ordnungsgemäße Ent- und Verkuppeln sowie das ordnungsgemäße Verbinden der Ladeeinheit vom und mit dem Straßenfahrzeug, insbesondere das Lösen und das Anziehen der Befestigungsvorrichtungen einschl. deren Sicherungsvorrichtungen, und deren weitere Vorbereitung für die Fahrt auf der Schiene oder auf der Straße (z.B. das Verändern der Stützbeine sowie des seitlichen und hinteren Unterfahrschutzes) sind vom Auflieferer bzw. Abholer unter seiner eigenen Verantwortung durchzuführen.</li> <li>* Verriegelungen erst unmittelbar vor der Kranung lösen bzw. sofort nach Aufsetzen der Ladeeinheit verschließen.</li> <li>* Bei Sattelaufleger seitlichen und hinteren (SUS + HUS) Unterfahrschutz hochklappen und sichern, Luftschläuche lösen, Luft ablassen</li> <li>* Die Bereitschaft zur Kranung ist dem Geräteführer anzuzeigen.</li> </ul>	
<p>12. Bei Stand- und Wartezeiten: Motor abstellen.</p>	
<p>13. Witterungsverhältnisse beachten (Wind, Regen, Schnee)</p>	

14. Rauchen, Feuer und offenes Licht sind im gesamten Umschlagbereich verboten.	 
15. Der Genuss von alkoholischen Getränken oder anderen Suchtstoffen ist im gesamten Terminal untersagt.	
16. Den Anweisungen des Terminalpersonals ist Folge zu leisten.	

- Die Geschäftsführung -

Stand 11.03.2009

## Anmeldung

### für die Zuweisung von Nutzungsrechten für Umschlaganlagen der RTM

1.	Antragsteller Ansprechpartner und Kontaktadresse/Telefonnummer der erklärungsbefugten Personen	
2.	Verkehrsrelation, beteiligte Terminals	
3.	Datum der geplanten Verkehrsaufnahme	
4.	Verkehrstage, Verkehrsdauer	
5.	Ankunftszeit im Gleis und Bereitstellungszeit	
6.	Ladeschlusszeit und Abfahrtzeit aus Gleis	
7.	Umschlaggleisbedarf /Gleislängenbedarf	
8.	Umschlagleistungen, LE-Größen-Mix: Menge Eingang pro Zug: - Schiene/Straße  Menge Ausgang pro Zug: - Straße/Schiene  Menge Schiene-(Abstellung)-Schiene pro Zug:	
9.	Gefahrgutanteil Schieneneingang: Gefahrgutanteil Schienenausgang:	
10.	Abstellbedarf aus Schieneneingang pro Zug: - uneingeschränkt stapelbare LE (Anteil %) - nicht stapelbare LE (Anteil %)  Abstellbedarf Schienenausgang pro Zug: - uneingeschränkt stapelbare LE (Anteil %) - nicht stapelbare LE (Anteil %)	
11.	Nutzung von peripheren Anlagen (Art/Anzahl benennen) - Bremsprobeanlage erforderlich (ja/nein) - Sonstige Anlagen (bitte spezifizieren)	
12.	Trassenzuweisung im Zusammenhang mit Antrag auf Nutzung der Serviceeinrichtung liegt vor?	

**Ergänzende Bemerkungen des Antragstellers:**

**Falls zutreffend, bitte ankreuzen:**

Sollte der Anmeldung nicht stattgegeben werden, bitten wir um Prüfung der Machbarkeit zum nächstmöglichen Zeitpunkt.