



Freight Shipment Transport Instruction

DB Cargo Polska S.A.

Zabrze, 01/01/2023

Version 1.11

DB Cargo Polska S.A.

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1 Definitions and explanations

AVV - general contract on freight wagons' usage.

Siding - railway route designated by the infrastructure administrator, directly or indirectly connected with a railway line, used for loading, maintenance activities or railway vehicles stay or moving and entering the traffic on the railway net by the railway vehicles.

BOK - Customer Service Office.

CIM - Unified provisions on the contract for the international transport of goods.

DBC PL - DB Cargo Polska S.A.

Disposer - entity owning a railway vehicle or having a right to use it as a means of transport, registered to the national railway vehicles register.

Domestic transport - transport of shipments based on the consignment note between stations located on the territory of Poland, excluding:

- shipments send on the basis of the consignment note from the stations located on the territory of Poland to the stations located in the sea and hinterland ports in Poland in order to further transport them via sea outside Poland;
- shipments transported via water from outside Poland to sea and hinterland ports in Poland, and send based on a consignment note to the stations located on the territory of Poland, indicated as the first destination place of the shipment.

International communication, export - transport of shipments sent on the basis of:

- international consignment note from the stations located on the territory of Poland to the stations located outside territory of Poland;
- consignment note from the sending station on the territory of Poland to the stations located in the sea and hinterland ports in Poland in order to further transport them via sea outside Poland.

International communication, import - transport of shipments sent on the basis of:

- international consignment note from the stations located outside the territory of Poland to the stations located on the territory of Poland;
- consignment not of shipments transported from outside of Poland via sea and hinterland ports in Poland, and send to the stations located on the territory of Poland, indicated as the first destination place of the shipment.

International communication, transit - transport of shipments sent on the basis of an international consignment note, from the stations located outside the territory of Poland to stations located outside the territory of Poland, and transported through Poland, including through Polish sea and inland ports, as well as:

- transport to the stations located outside the territory of Poland of the shipments arrived on the basis of the international CIM consignment note to the Polish exit border station, where DBC PL changes the international CIM consignment note into the international SMGS consignment note;
- transport to the stations located outside the territory of Poland of the shipments arrived on the basis of the international SMGS consignment note to the Polish exit border station, where DBC PL changes the international SMGS consignment note into the international CIM consignment note;

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- transport from the stations located outside the territory of Poland to the stations located outside the territory of Poland on the basis of the international CIM/SMGS consignment note as determined in the Appendix No. 22 to the SMGS and Instruction to the international CIM/SMGS consignment note (GLV-CIM/SMGS).

DBC PL Customer - Sender or Recipient, being a payer or an Ordering Party, constituting another entity that on the request of the Sender, Recipient or owner of goods is organising goods transport and is a payer.

Consignment note - a document confirming the conclusion of the transport contract, containing the elements referred to in the Article 38 item 2 of the Act of November, 15, 1984 (i.e. Journal of Laws from 2017, item 1983, as amended) or in other relevant regulations, in particular applicable international agreements.

Mass - goods mass as indicated in the transport documentation by the Sender.

Actual mass of the shipment - mass determined based on weighing protocol with the participation of a representative of the Carrier.

Sender - natural person, legal entity or organisational unit without legal personality, including their subcontractors, that is a party to the contract who is sending the shipment for transport.

NHM - harmonised goods nomenclature.

Recipient - natural person, legal entity or organisational unit without legal personality, including their subcontractors, that is entitled to receive the shipment.

Tariff distance - transport distance assumed for freight calculation based on planned route for the train.

Waste - means any substances or items that the holder removes, intends to remove or is required to remove.

Dangerous waste - any waste originating from economic or living activities of a human being is defined (gas, liquid, solid), which, due to its properties and chemical composition, poses a real or potential threat to human and animal health and the natural environment.

Intermodal operator - an entity or enterprise that undertakes to transport goods along its entire length after concluding a contract with the principal. He handles the goods from the place of loading to the place of unloading.

Additional charges - additional dues arising before, during or after the transport.

Wagons recipient - Sender, Recipient or entity acting on their behalf, entitled to receive the wagons from a siding or general usage tracks.

Planned Operation - a date agreed with the wagons' Recipient for the wagons' collection from the delivery - receiving point.

BDO platform - BDO Platform - data base on products, packaging and management of waste (BDO), referred to as in the Act of 14th December, 2012 on waste.

Payer - Ordering Party.

Shipment - goods send by the Sender for transport, at one sending station, to one recipient, to one destination station, based on one consignment note.

Obstacle in transport - any event that prevents performance of the transport contract, or delivery of wagons in order to maintain loading and performance of the transport contract, in accordance with its original terms.

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Freight – dues for the transport of determined goods mass on determined tariff distance without additional charges.

Carrier – DB Cargo Polska S.A.

PUESC – tax – customs electronic services platform constituting a single point of access to e-service of the National Revenue Administration in the area of service and goods trade control with the third countries and excise goods trade.

Sending – delivery point – designated place for loading operations, receiving, transferring shipments and wagons and checking their condition. Commercial and technical shipment's transferring point on railway track.

Regulation (EC) No. 1013/2006 – regulation of the European Parliament and of the Council of 14 June 2006 on shipment of waste.

FSTI – hereby Freight Shipment Transport Instruction.

RID – Regulations on international transport of dangerous goods on tracks.

RSO – application used for electronic sending of the shipments for transport.

SMGS – Contract on international freight railway transport.

Extraordinary situation – sudden and unpredictable event, arising regardless of the will of the parties to the transport contract, preventing its execution entirely or partly, which parties with due diligence, could not foresee or prevent it.

Witness – a person present at a time of stating the fact of wagon's damage and confirming that fact with signature.

Track & Trace – application enabling tracking the shipment via internet website of the Carrier.

Dangerous goods – materials and items, which transport is forbidden based on the RID/ Appendix no. 2 to the SMGS, or is allowed on the conditions specified therein only.

High-risk goods – dangerous goods which definition and mode of operations are determined in the chapter 1.10. RID and Appendix no. 2 to the SMGS contract.

Sensitive goods – goods under the monitoring system, referred to in Article 3 of the Act on the system for monitoring the transport of goods.

Transport contract – a contract under which the Carrier commits to transport the shipment for the remuneration in the form of Shipment transport payments, specifying the terms and conditions of the transport.

Act on the system for monitoring the transport of goods – act on the system for monitoring the road and railway transport of goods and heating fuels turn dated on 9th March 2017 (i.e. Journal of Laws from 2018 item 2332 as amended).

UTI – Intermodal Transport Unit.

Loader – natural person, legal person, organisational unit without legal personality, acting on behalf of and for the Sender in terms of loading services.

Inquiry – inquiry of the transport of goods to the inquiry register, maintained in the electronic system within the meaning of the Article 3 item 3 of the Act on computerisation of the activities of entities performing public tasks dated on 17th February 2005 (i.e. Journal of Laws from 2019 item 700 as amended).

Ordering Party – natural person, legal person, organisational unit without legal personality, who assigns the shipment for transport to the Carrier.

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Transport assignment - a document determining at least at issue essential elements of the transport contract, based on which the transport contract is concluded between the Ordering party and the Carrier.

Transport order - request for transport services based on a concluded transport contract, including necessary data to plan and execute the transport.

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2 General Regulations

▪ The scope of application of the Instruction

1. The Instruction defines the rules for acceptance of the transport service, transport itself and delivery of freight shipments by the **Carrier**. The **Carrier** may also provide the transport on terms other than those specified in this Instruction, taking into account the specificity of a particular transport, provided that they are agreed with the Ordering Party and transport contract is concluded, or confirmation of the acceptance of the Transport order, submitted by the Ordering Party based on the accepted transport offer of the **Carrier**.
2. The **Carrier** provides domestic and international transport services, consisting in the performance of rail transport of goods in block trains, single wagons and wagon groups, as well as providing additional services related to transport, i.e. siding services, rolling stock maintenance, terminal services, forwarding services and consultancy related to cargo securing.
3. Detailed information on the scope of transport services rendered, and applicable tariffs and regulations can be obtained at the Company's headquarters. Address details and this Instruction are also available on the Internet on the **Carrier's** website: www.pl.dbcargo.com.
4. The Ordering Party, prior to the **Carrier's** commencement of the transport service, transport and / or delivery of freight shipments, should accept and undertake to comply with the hereby FSTI. In addition, he should oblige to read the hereby FSTI and to apply its provisions by his subcontractors and the Recipient of the wagons, when, at their request, the Ordering Party organises the transport and concludes a shipment transport contract with the **Carrier**.

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3 Ordering transport

▪ § 1 Ordering transport

1. Ordering of transport services is based on concluded transport contract or transport assignment.
2. Procedures for concluding a contract or an assignment are included in the Sales Services Regulations.
3. The **Carrier's** transport assignment, bearing a signature and seal of the Ordering Party or persons authorised to represent him, is sent by the Ordering Party in writing, before the first start of the train.
4. The Ordering Party is obliged to place transport orders based on the concluded contract or transport assignment including information as attached in the appendix and send it to the e-mail address: bok@deutschebahn.com .
 - 4a the Ordering Party is obliged to specify in the transport assignment or in a transport contract the type of goods and marking according to the Combined Nomenclature referred to as in Article 3 item 1 of the Act on Excise Tax dated on 6th December 2008 (i.e. Journal of Laws from 2019 item 864 as amended), and number of permit authorising trading of medicinal products and the name of the authority issuing, or submitting a declaration that the subject of transport are not goods under the monitoring system referred to as in Article 3 of the Act on system of monitoring the transport of goods;
 - 4b if the Subject of the transport are goods under the monitoring system referred to as in the Article 3 of the Act on the system of monitoring the transport of goods, the Ordering Party is obliged, before starting the transport of goods, to send an Inquiry to the inquiry register, maintained in the electronic system within the meaning of the Article 3 item 3 of the Act on computerisation of the activities of entities performing public tasks dated on 17th February 2005 (i.e. Journal of Laws from 2019 item 700 as amended), obtain a reference number for this Inquiry and provide this number to the **Carrier**.
5. Transport orders shall be notified to the **Carrier** not later than on Thursday of the week preceding the date of service operation, with the provision of the rules for the extraordinary shipments transport as in hereby Instruction.
6. Orders are received by the **Carrier** and checked for their feasibility.
7. The **Carrier's** commitment takes place upon confirmation of acceptance of the order for operation together with an agreed date of operation.
8. The **Carrier** confirms the acceptance of the order for operation within **4 days** of its receipt. The order is accepted for operation each time based on a written confirmation by the **Carrier**.
9. The **Carrier**, has a right to refuse the Transport order from operation:
 - a) including incomplete data;
 - b) referring to an invalid offer;
 - c) when the order exceeds the agreed transport volume;
 - d) the Ordering Party, at a time of placing the order, is delayed more than 30 days in payment of all or a part of the **Carrier's** remuneration;
 - e) the order will be received after exceeding of the required preceding period;
 - f) if the Ordering Party has not fulfilled the obligation referred to as in the item 4a or 4b;

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- g) in case of not receiving the reference number, a document replacing the Inquiry and confirmation of acceptance of the document replacing the Inquiry or a document referred to as in Article 3 item 7 of the Act on the system for monitoring the transport of goods, if there is a transport of goods under the monitoring system referred to as in the Article 3 of the Act on the system for monitoring the transport of goods.
- 10. The **Carrier** has the right to refuse to accept the order for operation, without providing a reason or suggest another date for operation.
- 11. The **Carrier** shall inform the Customer within 4 days from receiving the order, on refusing of the order acceptance or its part the Ordering Party.
- 12. The **Carrier** may implement transport restrictions in accordance with applicable law, in particular in entire or partial suspension of the transport, exclusion from transport of certain types of shipments, exclusion transport of shipments on particular transport routes or making the transport subject to fulfilment of certain conditions. Detailed provisions regarding transport restrictions may also be included in the transport contracts.

▪ **§ 2 Order update**

- 1. The Parties allow the possibility of updating the submitted order, including:
 - correction of the order operation date;
 - correction of the order parameters, in the scope consistent with the offer;
 - order cancelation.
- 2. The correction of the placed order should be reported to the **Carrier** immediately, but not later than on Thursday of the week preceding the date of the service.
- 3. The acceptance of the order update for execution takes place each time on the basis of a written confirmation by the **Carrier**.
- 4. In the absence of technical or resource capabilities, the **Carrier** has the right to refuse to accept an update of the order realisation. In such a case, the **Carrier** may propose a different date for the service.
- 5. The Ordering Party, the Sender, the Recipient are obliged to notify the **Carrier** by email to the address: bok@deutschebahn.com about any circumstances related to the loading, shipment or unloading of goods, limited access to the delivery-receiving or loading tracks that may affect the planned date of order operation, including sending the shipment for transport.

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4 Placing wagons for loading

▪ § 3 Placing wagons for loading

1. Wagons ordered for loading, the **Carrier** provides:
 - a) to a delivery-receiving point;
 - b) to designated tracks in the station;
 - c) to other points not listed in points a) and b).
2. The fact of providing wagons is documented on:
 - a) a list of R-7 railway vehicles or
 - b) delivery R-25 list according to the template as in the Appendix or
 - c) other mutually agreed method.
3. The Sender or Loader acting on his behalf of the shipment is obliged to check whether the provided wagon is of the appropriate type for a particular transport, whether it is properly cleaned, and whether it has no visible damages, including such that could cause a loss or damage to the shipment.
4. A wagon provided for loading is considered properly cleaned if it does not contain any residues of other goods.
5. If the Sender does not confirm the date of loading provided by the Ordering Party in the order, the **Carrier** has the right not to deliver the wagons to the Sender. In this case, the Ordering Party has no right to pursue claims for failure to carry out the transport.
6. The **Carrier** has the right to refuse to provide further wagons to the Sender in the event of:
 - the Sender did not return previously provided wagons
 - accumulation of wagons at the Recipient, including those waiting for acceptance by the Recipient despite the Carrier's notification of readiness to hand over
 - the occurrence of a threat of an obstacle or delay in transportation and release.
7. The Ordering Party is obliged to ensure that the wagons provided by him or his subcontractors for international transport correspond to the following:
 - a) on January 1, 2020, the requirements of the Federal Act on Noise Reduction on Railways (BGLE) for transports in/through Switzerland or
 - b) on December 13, 2020, the requirements of the Railway Noise Protection Act (SchlärmschG) for transports in/through Germany or
 - c) changes in the 2024 timetable to the requirements of Regulation (EU) No. 1304/2014 applicable to transports to/through the European Union, with the proviso that for transports performed to/through Switzerland and Germany, they apply from the dates indicated in letter a) and b) above, respectively, the provisions of the acts listed above in letter a) or b).
8. The Ordering Party or his subcontractor is obliged to document at any time, at the **Carrier's** request, the fulfillment of the requirements indicated in section 7.
9. The use of wagon(s) for international transports by the Ordering Party or their subcontractors that do not ensure the compliance with the requirements of the provisions referred to in section 7, obliges the Ordering Party to pay the **Carrier** a flat-rate fee (contractual penalty) in the amount of EUR 1,500 for each wagon. In such a case, the **Carrier** (or its subcontractor) may also refuse to accept the wagon for transport and demand appropriate compensation exceeding the stipulated contractual penalty. The Ordering Party is obliged to cover all damages incurred by the **Carrier**

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(or its subcontractor) resulting from the satisfaction of claims by third parties that result from this infringement.

▪ **§ 4 Placing wagons to the siding / general use tracks**

1. Placing wagons on sidings and general use tracks and collecting them from these tracks is carried out on the basis of this Instruction and documents that regulate technical issues in this regard (Station Technical Regulation).
 2. The authorised Recipient of the wagons confirms the receipt of the wagons on the R-7 list of railway vehicles in the train set (Appendix No. 6) or on the R-25 delivery list. The lists are made of in 2 copies, one for the owner of the siding and one for the **Carrier's** employee.
 3. The date and time of handing over the wagons, entered on the R-7 list of railway vehicles in the train set or the R-25 delivery list, starts counting the time of the wagons' stay at the Customer's disposal.
 4. In the delivery list, the **Carrier** shall include full numbers of the transferred wagons, and in the case of loaded wagons, also the name of the goods.
 5. Irregularities revealed by the Recipient of the wagons or the **Carrier** concerning the wagons at the Delivery-Receiving Point are recorded on the list of railway vehicles in the R-7 train set (Appendix No. 6) or on the R-25 delivery list. These records are confirmed by the signatures of the **Carrier's** employee and the Recipient of the wagons.
 6. In the absence of the **Carrier's** representative at the acceptance of the wagons by the wagon Recipient, the wagon Recipient shall notify the irregularities found by e-mail to the following addresses:
 - regarding transport, coal, steel, mass materials: industrial.bok@deutschebahn.com,
 - regarding logistics and automotive transport: logistics.bok@deutschebahn.com,
 - regarding intermodal transport: intermodal.bok@deutschebahn.com,
 - regarding transport documents and transport monitoring: rso@deutschebahn.com
- immediately, i.e. not later than before the commencement of loading activities, the dispatcher and agrees with him the further proceedings with the wagon. Lack of notification confirms the proper technical condition of the wagons, i.e. no damage and/or no wagons parts at the time of receipt of the wagons by the Recipient of the wagons.
7. In the case of the dangerous goods transport, on the list of railway vehicles in the train set R-7 (Appendix No. 6) or on the R-25 delivery list, in the 'remarks' field, the **Carrier** shall enter the hazard identification number and goods identification number from the orange table, possibly supplementing the entries with the letters TWR (if the goods have been classified as high-risk goods).
 8. If the authorised Recipient of the wagons fails to report at the Delivery-Receiving Point to collect the provided wagons, it is considered that the wagons left by the **Carrier** at the Delivery-Receiving Point have been accepted without reservations. At the same time, on list R-7 or R-25, the **Carrier** shall include an annotation 'Representative of the Recipient absent' and enter the current date and time.
 9. Wagons with traces of infringement of the shipment, may be placed at the siding only after they have been secured or their contents checked and a report prepared.

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5 Loading

▪ § 5 Loading operations

1. The Sender is obliged to load the goods and secure them on the wagon according to:
 - a) the UIC loading guidelines;
 - b) provisions on the arrangement and securing the goods in wagons and containers (Appendix No. 14 to SMGS);
 - c) DBh-2 Instruction of the **Carrier** on loading and securing cargo shipments;
 - d) 'loading card' approved by the **Carrier**;
 - e) other regulations specifying the conditions of transport of particular goods, in particular taking into account the requirements for even loading of wagons.
2. The Sender cannot send the following goods loaded into one wagon for transport:
 - a) mixed, which due to their characteristics should not be loaded together;
 - b) authorized for transport on the basis of special conditions with goods transported on the basis of general conditions, if it is prohibited to load them together.
3. To secure the load on the wagon or to protect it from damage that may occur during transport (shocks, shifting, weather conditions), the Sender uses its own loading accessories and means of securing the goods.
4. The weight of items loaded on a wagon cannot exceed the load limit of the wagon marked on the side walls.
5. Loading and securing the shipments is the responsibility of the Sender.
6. The loading entity is liable for all damages resulting from incorrect loading and is obliged to repair the damage (in international transport in accordance with Art. 13 sec. 2 of Appendix B to COTIF, in domestic transport in accordance with Art. 72 of the Transport Law). If the loading is performed by an entity other than the Sender, the Sender is responsible for the actions and omissions of such an entity towards the **Carrier** as for its own.
7. The **Carrier** determines when the loading up to the load limit is not possible due to the permissible axle load of the wagon on the rail on the way of transport and indicates to the Sender the amount of weight that can be loaded into the wagon.
8. The **Carrier** shall not be liable for snow or icing of wagons and shipments not secured on them, if it occurred on the way of transport. In this case, clearing snow and removing ice, hail and snow from the shipment and wagons is performed by the Recipient on its own at the destination station to the extent that will enable the loading operations and will allow the assessment of the shipment arrival in a complete and undamaged state.

▪ § 6 Weighing shipments

1. The weight of the shipment sent for transport is determined by the Sender and entered in the consignment note.
2. At the request of the Sender, the weight of the shipment sent for transport may be determined by the **Carrier**, if the **Carrier** has appropriate means to do so.
3. If it is not possible to determine the weight of the shipment at the Sender's request, the **Carrier** shall notify the Sender of this fact.
4. The weight of the shipment determined by the **Carrier** at the Sender's request is the result of weighing performed on the scales. A weighing report is prepared for weighing, and the determined weight is the weight of the shipment.

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5. For determining the weight of the shipment at the Sender's request, the **Carrier** charges a fee for making the scale available and for delivering wagons to and from the place of weighing.
6. If the Recipient requests to determine the weight of the shipment pursuant to Article 74 of the Transport Law, the **Carrier** weighs it. If, as a result of findings, no loss in the shipment has been found, a fee is charged for:
 - a) weighing and delivery of the wagon to and from the place of weighing, weighed at the destination station;
 - b) weighing and delivering the wagon to and from the place of weighing and transport for the tariff distance corresponding to the actual transport route from the destination station to the weighing station and back.
7. If the Sender checks the curb weight of the wagon, the weight of the wagon determined as a result of this check shall be used to determine the weight of the shipment. The Sender is obliged to have a weighing report from the performed weighing operations.

▪ **§ 7 Marking of the freight shipment**

1. The Sender is responsible for the correct marking of the shipment.
2. In domestic transport, freight shipments are not marked, with the exception of the transport of materials which require marking with labels under other railway or administrative regulations.
3. In the case of the transport of dangerous goods, for the correct marking of the shipment with orange plates, warning stickers and other markings, according to the RID regulations or Appendix No. 2 to the SMGS, the Sender is responsible.
4. In international transport the requirement of using stickers depends on requirements contained in the regulations of the railway involved in the transport.
5. The **Carrier** informs the Sender about the need or type of sticker application.
6. The **Carrier** refuses to accept the shipment for transport or may mark it for a fee, in the absence or incorrect marking of shipments.

▪ **§ 8 Control check of the shipment, improvement of loading, reloading**

1. The **Carrier**, pursuant to Art. 48 of the Transport Law Act, may check whether the shipment corresponds to the Sender's declarations contained in the consignment note and whether the provisions concerning goods admitted for transport under special conditions have been applied.
2. The check is made in the presence of the Sender. The Sender should appear in order to participate in the check of the shipment:
 - 1) within 1 hour from receipt of the request, when the check takes place at the sending station;
 - 2) within 24 hours from receipt of the request, when the check takes place after the start of a transport.
3. If it is not possible to summon the Sender or if the Sender will not appear within the determined time, the **Carrier** performs a commission check in the presence of persons appointed by the **Carrier** for this activity.
4. If the shipment does not correspond to the declarations included in the consignment note or the regulations regarding goods admitted for transport under special conditions have not been observed, the **Carrier** calls, in accordance with the Regulations for the Transport of Goods of the DB Cargo Polska S.A. ver. 1.11 15, the Sender to remove irregularities. In such a case the costs of checking are charged to the Sender.

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5. If, after being requested, the Sender does not remove irregularities, does not reload or improve the loading of the shipment in accordance with sec. 4 and 5, the **Carrier** independently performs with the above-mentioned activities at the Sender's expense.
6. If there is a need to reload the shipment or improve its loading before accepting it for transport, the **Carrier** calls on the Sender to perform the above-mentioned activities.
7. If there is a need to reload the shipment or correct the loading during transport, the **Carrier** performs these activities, if possible on its own, in the shortest possible time.
8. If it is necessary to use specialised equipment or the shipment contains dangerous goods, the Sender is called upon to perform loading work. The Sender reports within 24 hours of sending the notification by the **Carrier**. If it is not possible to notify the Sender or if he fails to appear at the shipment's place on time, the **Carrier** shall carry out the loadings operations on his own.
9. After correcting the loading or reloading of the shipment, the **Carrier** prepares a protocol on the form (Appendix No. 5) and charges the Ordering Party with costs of the loading or reloading correction, regardless of who caused the need to make the above-mentioned activities, unless they were caused by the fault of the **Carrier**.

▪ **§ 9 Sealing wagons, applying warning stickers and information plates**

1. On loaded and empty wagons that require sealing, the Sender applies his own seals according to his own pattern, in a way that prevents access to the shipment without damaging the seal.
2. Wagons shall be sealed with lead seals or plastic seals. The seal should contain data enabling its identification.
3. The Sender is obliged to:
 - a) attaching warning stickers and information plates to wagons and UTI's provided for in special regulations for the transport of a given type of goods (when transporting dangerous goods - large warning stickers and orange identification plates must comply with the templates provided in RID and/or Appendix No. 2 to the SMGS Agreement);
 - b) removing all stickers (except passage stickers) and seals as well as other protections remaining from the previous transport;
 - c) attaching and removing the 'Clean' sticker and orange plates from UTI if it has been cleared of the transported dangerous goods.
7. In the case of missing or incorrect marking of shipments, the **Carrier** refuses to accept the shipment for transport or may mark it against payment.

▪ **§10 Determining the time of stay of a wagon belonging to DBC PL at the disposal of Ordering Party for loading operations**

1. The **Carrier** records separately for each trainset, group or wagon, the time of its stay at the Ordering Party disposal - according to the quantitative and numerical records.
2. The time of the wagon's stay at the Ordering Party's disposal begins at the moment of handing over the wagon to the Sender/Loader during the time of handling the wagons agreed with the Recipient, but not earlier than the ordered delivery date.
3. If it is not possible to determine the date of handing over the wagons, the time of handing over the wagons shall be the date of placing wagons at the delivery-receiving point agreed in the order.

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4. The stay of the wagon at the Ordering Party's disposal shall be suspended for the period in which the commencement of loading operations or the return of wagon was impossible for reasons attributable to the **Carrier**.
5. The time of the wagon's stay at the Ordering Party's disposal is counted until the first scheduled service after notifying the readiness of the wagon to be collected.
6. Notification of readiness to collect/complete loading operations should be made at least two hours before the scheduled service.
7. If wagons are not reported ready for collection within the time limit specified in sec. 6, the actual hour of the train's departure from the railway station shall be considered as the time when the wagons are handed over.
8. If the wagon is used in a double loading operation, the time of the wagon's stay at the Ordering Party's disposal is counted separately for each loading operation.
9. If the Sender cancels the ordered wagon after it has been delivered, the time the wagon remains at its disposal shall be counted until its cancellation.
10. The time of wagons' stay at the Ordering Party's disposal is recorded by the **Carrier** based on the records of the Customer Service Office or the dispatcher.
11. The amount of fees charged for the stay of wagons at the disposal is regulated by the Freight Tariff or the transport contract/offer.
12. The **Carrier** may agree with the Ordering Party the time of stay at the disposal, for which no fees are charged.
13. On sidings with a high turnover of wagons, the **Carrier** may agree to a quantitative record of the time of the wagon's stay at the Ordering Party's disposal. Quantitative records of the stay of wagons may be entered on the basis of separate provisions concluded between the **Carrier** and the Ordering Party.
14. If the agreed provision of wagons for the Sender or the Recipient is not possible due to the fault of the siding Holder, after informing of the Ordering Party in advance, the **Carrier** has the right to charge the Ordering Party with additional fees for the parking of wagons on the tracks and waiting for acceptance, in accordance with the Freight Tariff.

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6 Shipment

▪ §11 Information about the shipment – notification of shipment

1. Each time the shipment is sent, the Sender is obliged to provide data on the shipment necessary to issue a consignment note to the **Carrier's** IT system.
2. The Sender may provide data about the shipment by:
 - The 'RSO' application specially prepared for this purpose, available via a web browser;
 - electronic data exchange, based on agreed EDI or 'xml' standards;
 - in another agreed manner.
3. Delivery of the shipment data shall take place no later than two hours before the planned transfer of the shipment for transport.
4. The Sender should report this fact immediately to the **Carrier**, if it is not possible to provide data on the shipment to the **Carrier**.
5. Only one entity can be the Sender or the Recipient of the shipment.
6. If the Ordering Party is not the Sender of the shipment, he is obliged to notify the Sender of the method of completing the transport documents, including the consignment note, and is responsible for the correct completion of these documents by the Sender.
7. On behalf of the Sender, the Loader may send the shipment, but only if it is legally authorised by the Sender to do so. In this case, the Loader takes over all the Sender's obligations specified in hereby Instruction to the extent that it has been authorised by the Sender. The Ordering Party is obliged to inform the **Carrier** about this fact, and the **Carrier** is not obliged to check the legal authorization of the Loader.
8. In special cases, or at the Ordering Party request, data may be entered into the system by the **Carrier**. In this case, a fee is charged for the service of entering data into the IT system by the **Carrier**, in accordance with the **Carrier's** Freight Tariff.
9. The fee for the service is not charged when the inability to enter the data into the system was due to the **Carrier's** fault.
10. The Sender is solely responsible for the consequences of failure to provide, insufficiency or incorrect data and documents referred to in hereby provision.

▪ §12 Shipment via RSO application

1. The condition for using the 'RSO' application is the conclusion of an appropriate contract with DB Cargo Polska S.A. for access to the system and setting up an access account.
2. If the Ordering Party allows the possibility of sending a shipment by the Sender, he should apply for an access of the 'RSO' application for his Sender.
3. After logging in to the RSO application, the Sender has the option of selecting a consignment note template defined for him, where, similarly to paper forms, the following information about the shipment is provided:
 - name and address of the Sender;
 - name of the sending station;
 - name and address of the shipment's Recipient;
 - name of the receiving station;
 - designation of the type of goods together with the NHM item;
 - the number of wagons, including wagon numbers;
 - weight of the goods;

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- place and date of issue;
 - a detailed list of documents required by customs or other administrative authorities, which are attached to the consignment note;
 - code designation of the freight charge payer;
 - other information.
4. In order to correctly fill in the data via the 'RSO' application (consignment note), the provisions of the instructions for the CIM consignment note (GLV-CIM) shall be followed.
 5. After entering the shipment data into the system, this information is saved in the system and a consignment note is generated.
 6. The shipment tracking number is assigned by the **Carrier**.

▪ **§ 13 Shipment via electronic data exchange**

1. The condition for the use of electronic data exchange is the conclusion of an appropriate agreement with DB Cargo Polska S.A. specifying the method and technical conditions for data exchange (EDI standard).

▪ **§ 14 Issuing a consignment note**

1. The basic document used in transport is a consignment note according to the COTIF Convention, the so-called CIM.
2. The Sender has an option of issuing a consignment note by:
 - 'RSO' internet application;
 - from its own IT system connected by electronic data exchange with the **Carrier's** systems.
3. The Sender may send only goods belonging to one NHM item on the basis of one consignment note.
4. The Sender attaches to the transport document the documents necessary to perform the transport and is obliged to provide all necessary information related to the transport, including those required by customs and other administrative authorities.
5. The Sender shall be liable for the consequences resulting from the lack, insufficiency or irregularity of the information and documents referred to in section 4.
6. The service may be performed by means of an electronic consignment note.
7. The **Carrier** does not accept the consignment notes:
 - a. drawn up on forms inconsistent with the template or inappropriate for a particular type of shipment;
 - b. filled in illegible or impermanent writing;
 - c. in which the necessary information for the performance of the contract or transport has been omitted;
 - d. without the shipment tracking number assigned by the **Carrier**.
8. Indication of the payer in the consignment note does not exclude the Ordering Party's liability towards the **Carrier** for payment of all amounts due under the transport contract.
9. The consignment note may contain other information as specified in the Art. 7 of the CIM.
10. The Parties may include in the consignment note additional information they deem necessary.

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▪ **§ 15 Shipment as part of transports based on SMGS**

1. In the case of transport under the rules of SMGS, the provisions of the Agreement on International Rail Freight Transport - SMGS shall apply.
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▪ **§ 16 Acceptance of the shipment for transport**

1. The **Carrier** accepts the shipment for transport at the moment of physical receipt of the shipment, which is documented on the list of railway vehicles R-7 or the delivery list R-25 or in another mutually agreed manner.
2. The delivery of the shipment together with the transport documentation shall take place in time allowing for the scheduled start of the train.
3. The Sender is obliged to provide the consignment note for transport.
4. The **Carrier** may refuse to accept the shipment for transport in the event of:
 - a. lack of transport documents;
 - b. lack of documents accompanying the shipment resulting from regulations;
 - c. lack of information in the documents enabling proper performance of the transport;
 - d. incorrect loading of cargo for transport;
 - e. incorrect marking of cargo for transportation;
 - f. an extraordinary shipment not previously reported to the **Carrier**;
 - g. failure to receive a reference number from the Ordering Party, a document replacing the Assignment and confirmation of receipt of the document replacing the Assignment or the document referred to in the Art. 3 sec. 7 of the Act on the monitoring system for the transport of goods, if there is a transport of goods covered by the monitoring system referred to in the Art. 3 sec. 7 of the Act on the monitoring system for the transport of goods;
5. failure to receive a new reference number from the Ordering Party after the expiry of the SMGS deadline and the previous reference number, if there is a transport of goods covered by the monitoring system referred to in Art. 3 of the Act on the monitoring system for the carriage of goods.
6. Refusal to accept a consignment for transport shall be documented by the **Carrier** on the List of railway vehicles R-7 or the Delivery List R-25 or in another mutually agreed manner.

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7 Transport of freight shipments

▪ § 17 Delivery times for goods shipments

1. Freight shipments shall be accepted for transport and issued as ordered with the Ordering Party's instructions.
2. The Ordering Party and the **Carrier** may agree in the contract or each time in the order the delivery date of the shipment, which may be included in the consignment note. The delivery period begins after the **Carrier** accepts the goods for transport.
3. The **Carrier** provides transport services on all days of the week. Delivery of shipments on public holidays take place after making arrangements with the Recipient of the shipment, taking into account the Ordering Party's instructions.
4. The delivery period is suspended on days when it is impossible for the Recipient to collect the shipment.
5. If there is no fault of to the **Carrier**, the period of shipment transportation is extended or suspended in the cases specified in the Art. 49 of the Transport Law, including in particular:
 - a. temporary lack of availability of infrastructure on the transport route;
 - b. change of the transport route not attributable to the Carrier, in particular due to infrastructure restrictions or track closures, resulting in the extension of the transport route;
 - c. not accepting shipments by the Recipient despite notification of readiness for delivery by the Carrier, in particular in the case of cumulation of shipments at the Recipient's;
 - d. force majeure.

▪ § 18 Shipment monitoring and notification

1. The **Carrier** provides the "Track & Trace" application that allows for an ongoing view of the transport from the moment of departure of the train from the originating station to delivery to the destination station or - in the case of international transport - from/to the border station.
2. The condition for using the "Track & Trace" application is concluding an appropriate agreement with the **Carrier** for access to the system and setting up an access account.
3. At the Ordering Party's request, the **Carrier** may provide transport notifications from specific checkpoints. In such a case, a fee is charged for the notification service in accordance with the **Carrier's** Freight Tariff - Table No. 2 "Additional Fees".
4. Information about the status of the order can be obtained each time from the Customer Service Office.

▪ § 19 Obstacles in transport

1. In the event of obstacles to the transport of the shipment, such as:
 - a) suspension of railway traffic as a result of floods, blizzards, disasters;
 - b) uneven loading, exceeding the wagon's maximum load capacity and the need to correct the load;
 - c) errors in the transport documentation;
 - d) the Recipient's refusal to accept the shipment, the Recipient's failure to appear to pick up the shipment; the Recipient's failure to collect the shipment despite notification of readiness by the Carrier;
 - e) lack of capacity of the Recipient's terminal station or siding;

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- f) cumulation of shipments on the route or at the Recipient's;
- g) other external factors dependent on the railway, the Sender, the Ordering Party, the Recipient.

The **Carrier** asks the Sender/ Ordering Party for guidance as to the further course of the proceedings.

2. The Sender/ Ordering Party is obliged to provide the **Carrier** with written instructions regarding further handling of the shipment. The above instructions shall be provided to the **Carrier** without undue delay from the moment of providing information about the obstacle. In the absence of the Sender / Ordering Party instructions, immediately or at the latest on the date specified by the **Carrier**, the rights authorising the Sender/ Ordering Party at the **Carrier's** request, are also executed by the Recipient.
3. In the event of an obstacle in the transport, in this case force majeure and no response to the information provided about the obstacle, the **Carrier** has the right to take actions specified by law, including liquidation of the shipment in accordance with the Art. 58 of the Transport Law.
4. The **Carrier** shall notify the Sender/ Ordering Party in writing about the liquidation of the shipment.
5. In the event of an obstacle to the transport, including in the event of force majeure, the Ordering Party, who, in accordance with the transport contract, is obliged to pay the amount due for transport, is also obliged to cover any additional costs to the **Carrier**, in particular those arising in connection with the delay in delivery of the shipment or change of its transport, including the costs of rolling stock demurrage (locomotives and wagons) and additional costs of using the railway infrastructure.

▪ **§ 20 Track closures – a circular route**

1. In the event of becoming aware of the impossibility to perform the transport service using the original transport route (the need to change the transport route), the Carrier shall inform the Ordering Party of this fact.
2. In the event of a change in the route of transport of a shipment already accepted for transport, the Carrier may charge the freight charge for the actual route of transport, unless the obstacles in transport are attributable to the Carrier. The Ordering Party, after receiving the Carrier's information about the need to change the transport route, within the time limit indicated by the Carrier, has the right to issue an order to amend the transport contract, and then the Ordering Party shall cover the costs related to the introduced changes. In the absence of the Ordering Party's response within the deadline, the Carrier, if possible, will change the transport route and charge the Ordering Party with additional costs.
3. If it is necessary to change the route of transport for shipments that have not yet been accepted for transport, the Ordering Party is obliged to decide within the time limit set by the Carrier whether he accepts the transport by the changed route of transport and thus increased transport costs, or may resign from such transport. If the position is not provided to the Carrier within the prescribed period, the Carrier has the right to withdraw from the transport contract with regard to such shipment or shipments (transport cancellation), without any claims against the Carrier.

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8 Changing the terms of the transport order

▪ § 21 Right to dispose of goods

1. The Sender has the right to dispose of the goods and to amend the transport contract by giving additional instructions for the order.
2. The Recipient has the right to amend the transport contract, if the Sender has not included the opposite statement in the consignment note.
3. The Sender's right to amend the transport contract expires when the Recipient has introduced a change to the transport contract, accepted the consignment note or collected the shipment. The Recipient's right to amend the transport contract expires upon the receipt of the shipment by the Recipient.
4. If the Recipient ordered the delivery of a shipment to a third party, that person is not entitled to amend the transport contract.
5. The Party ordering the change of the transport contract is obliged to inform the **Carrier** in writing about the change of the conditions of transport.
6. The Party ordering the amendment to the transport contract is obliged to pay all costs resulting from the implementation of the amendment to the transport contract.
7. Implementation of changes to the conditions of transport must be feasible for the **Carrier**, including permitted, justified and may not interfere with the normal operation of the **Carrier**.
8. If the **Carrier** is unable to amend the transport contract, he shall inform the Party that provided it.

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9 Shipment issuing

▪ § 22 Delivery and issuing of the shipment

1. The shipment is considered as delivered when it is delivered to the general use tracks or the delivery tracks of the Recipient's siding.
2. If the transport is carried out using a paper consignment note, this document, together with the documents accompanying the shipment at the destination station, is delivered to the Recipient by an authorised employee of the train team.
3. The shipment at the destination station is collected by an authorised employee of the Recipient or another authorised person and indicated by the Sender or Recipient, confirming this fact with the signature in box 61 of the original and the reference number of the consignment note.
4. The **Carrier** may deliver the shipment to the Recipient only after all customs and administrative formalities.
5. If, before issuing the shipment, it appears that:
 - a. there are no seals on the wagon or there are seals other than those at the dispatching station;
 - b. there are signs of tampering, loss, dumping or leakage of the goods;
 - c. a report on the shipment status has been prepared;the delivery of the shipment to the Recipient takes place after prior written determination of its condition.
6. In case of doubt, the **Carrier's** employee may request that the person applying for the transport document present a document allowing to confirm this person's identity.
7. If the shipment arrived in a frozen state, the Parties may prepare a note regarding this fact, which may be the basis for suspending the charging of fees for the wagon's stay at the Recipient's disposal.
8. In the case of the transport of high-risk dangerous goods (so-called TWR), it is necessary to proceed in accordance with the previously developed Safety Plan, in accordance with Section 1.10 of RID or Appendix No. 2 to the SMGS Agreement.
9. After the delivery of a block train shipment to the Recipient, also in the case when at the time of issuing the shipment is incomplete, i.e. one or more wagons included in the shipment are missing from the shipment, the wagons remain at the disposal of the Ordering Party, and the Recipient is obliged to immediately unload the wagons, as in the case of for each block train. After unloading such wagons, the Recipient shall immediately return the wagons to the **Carrier**. This provision does not deprive the Recipient of any rights related to the delivery of an incomplete shipment.
10. After delivering to the Recipient the remaining wagons included in the previously issued block train shipment, the Recipient shall collect them and then unload them as in the case of other shipments of this type.

▪ § 23 Identification of loss, shortage or damage to the shipment

1. The condition of the shipment before its release is determined:
 - a) obligatorily, when there is a suspicion of its loss or damage;
 - b) at the justified request of the authorised person.
2. The Recipient/ authorized person, after accepting the shipment without reservations, may request a protocol to determine the condition of the shipment, if he finds a loss or damage that cannot be noticed from the outside, but no later than within 7 days from

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- the date of receipt of the shipment, counting from 0:01 a.m. on the next day after the day of receipt of the shipment.
3. A request to determine the shipment condition and to draw up the report referred to in para. 2 shall be made in writing, by phone (dispatching, Customer Service Office) or orally.
 4. Before proceeding to determine the condition of the shipment, a written confirmation by the Recipient of a telephone or oral notification is required.
 5. Protocol arrangements should be made in the presence of the authorised person, and if it is not possible to call him or he fails to report within the time limit set for him, the **Carrier** shall make committee arrangements in the presence of persons appointed by him for this activity.
 6. The Recipient/ authorised person signs the report only if he/she is present when the damage is found or assessed. If despite participation in determining the condition of the shipment and drawing up the report, the Recipient/ authorized person refuses to sign it, the **Carrier's** employee adds an annotation stating the fact and reason of refusal in the place designated for the signature.
 7. The Recipient/ authorised person may request a protocol only in the event of partial loss or damage of the shipment. However, he is not entitled to demand the drawing up of a protocol in the event of a complete lack of a shipment or a weight loss that does not exceed the standard of natural losses specified in section 13.
 8. If there are evident traces of cargo tampering, in particular theft, on the wagons, the **Carrier's** representative and the Recipient direct the wagons for control weighing. Then they draw up and sign in two copies of a relevant report, which is the only basis for a quantitative complaint.
 9. The **Carrier** has the right to request additional information from the Recipient, including e.g. photographic documentation and on this basis may decide to draw up a protocol without personal participation in the commission weighing of the shipment.
 10. The amount of loss is the difference between the load weight declared by the Sender in the consignment note (or in the attachment to the note) and the actual weight, ascertained during the Recipient control weighing. The loss does not constitute a natural changes in the weight of the load during transport, as defined in section 13.
 11. In the event that there are no evident traces of cargo tampering and the Recipient finds tonnage shortages in the entire delivery after the control weighing - the wagons are underloaded, then the protocol initialled by the **Carrier's** representative is the basis for a complaint to the Sender. The following annotation should be entered in the loss report: "No traces of shipment tampering were found."
 12. With regard to shipments which, due to their properties, loss weight, the **Carrier** shall be liable only for the part of the loss that exceeds the standards of natural losses specified in section 13, unless the damage did not result from reasons justifying the application of acceptable standards of natural loss.
 13. The norms of natural losses are for:

No.	Article name	Place of the loss	Amount of loss (% mass)
1.	Industrial potatoes	Open wagon	1.20
2.	Sugar beets	Open wagon	0.60
3.	Chemical fertilizers	Covered wagon, open, covered	1.00
4.	Solid fuels:	Open wagon	1.50

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	1) hard coal 2) lignite 3) briquettes 4) coke, semi-coke		
5.	Liquid fuels and other liquid petroleum products	Tank wagon	0.50
6.	Iron ore	Open wagon	0.50
7.	Copper concentrate	Open wagon	0.20
8.	Zinc-lead concentrate, manganese ore	Open wagon	1.00
9.	Cement	Tank wagon	0.20
10.	Lime	Tank wagon, limestone wagon	0.50

14. For other transported articles not specified in section 13, which due to their properties lose weight, the norm of loss can be agreed individually with the Ordering Party.
15. The norms of losses referred to in section 13 are binding, unless the transport contract specifies a different standard binding the Parties to the contract.

▪ **§ 24 Obstacles in issuing of the shipment**

1. In the event of an obstacle to the issuing of the shipment, including in particular failure to collect it by the Recipient despite the Carrier's notification of readiness to issue, the **Carrier** shall notify the Sender of this fact, asking him for instructions on how to proceed. The Sender is obliged to provide the Carrier with instructions immediately, but no later than within the time limit set by the Carrier.
2. In a situation where the Sender does not provide instructions on how to proceed with the shipment, the Carrier has the rights referred to in Art. 58 of the Transport Law Act.
3. If the obstacle in issuing of the shipment has ceased before the Sender's instructions, the **Carrier** issues the shipment to the Recipient and informs the Sender of this fact.
4. The **Carrier** has the right for reimbursement of costs incurred due to an obstacle in issuing as a result of:
 - a. instruction requirement;
 - b. perform the given instruction;
 - c. when the required instructions did not arrive or did not arrive on time;
 - d. parking of rolling stock (locomotives and wagons) on this account, including any costs and lost profits due to the inability to use rolling stock to perform other transport.

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10 Return of the wagons

▪ § 25 Collecting wagons from the siding/ general use tracks

1. The Recipient of the wagons shall notify the **Carrier** about the readiness of the wagons to be collected by e-mail or fax, and if this is not possible, by phone of the **Carrier's** dispatcher and Customer Service Office, obligatorily specifying the hour of completion of loading operations.
2. A template of announcement of wagons from loading or unloading operations (wagons ready to be collected) is attached as Appendix No. 4. Announcement should be made in the number of wagons that have been delivered against the consignment note and that is sent against the consignment note.
3. Simultaneously with the handing over of the wagons at the delivery-receiving point, the wagon Recipient is obliged to deliver to the representative of the **Carrier** the List of railway vehicles in the train set or the Notification of wagons ready for collection.
4. The **Carrier's** representative and the Recipient of the wagons jointly inspect the wagons on the delivery-receiving tracks.
5. Receipt of wagons from the siding is confirmed by the **Carrier** in the Notification of wagons ready for collection according to the template constituting Appendix No. 4 or on the List of railway vehicles in the train set (R-7 form – Appendix No. 6), which are prepared each in min. 2 copies, in order to identify the time of the wagons' stay at the customer's disposal and to identify any damage to the wagons.
6. Any irregularities noticed during the inspection of the wagons upon receipt of the wagons shall be recorded by the **Carrier's** representative in all copies of the R-7 or the Notification of the wagons ready for collection, specifying the date and time of their handover.
7. In the event of finding damage to the wagons during their acceptance by the **Carrier** after their announcement from the loading or unloading activities, during the absence of the wagon Recipient's representative, which damage was not recorded in the relevant document when delivering the wagons, it is presumed that the revealed damage occurred while the wagons were left at the disposal of the Recipient of the wagons, in particular as a result of loading activities.
8. In the case of the transport of dangerous goods or empty wagons not cleaned after these goods, requiring the use of an orange plate and warning stickers, in the Notification of wagons ready for collection and/or List of railway vehicles in the train set (R-7 form – Appendix No. 6) in the 'remarks' field, the siding holder (Sender) enters the hazard identification number and the goods identification number from the orange plate, possibly supplementing the entries with the letters TWR (if the goods have been classified as high-risk goods).

▪ § 26 Condition of the wagon returned after loading and unloading operations

1. The Recipient is responsible for proper unloading.
2. The Sender is obliged to return the wagon after unloading operations in a condition enabling its reloading, sending on the route and in a condition that is not worsen.
3. The Recipient is obliged to return the wagon clean, and in a non-deteriorated technical condition.
4. In particular, the wagon should:
 - a) be thoroughly and completely cleaned of all residues of recently transported goods and have properly closed doors, safety flaps, etc., have fixed parts of the wagon

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- attached and couplers suspended, and removed stickers (except transition stickers); tank wagons shall have closed top hatches and drain valves;
- b) have nails, hooks, clamps and other fastening means left over from transport;
 - c) be in a non-deteriorated technical condition.
5. In the event of failure to comply with the obligations specified in sec. 3, wagons are considered not ready for collection.
 6. In the event of failure to comply with the obligations specified in sec. 2 and 3 in the case of a confirmed fact of damage to a wagon, the **Carrier's** employee shall record it in the Delivery List or the List of railway vehicles in the train set, as well as in the 'Report on finding damages or shortages on the wagon' - Appendix No. 5.
 7. This fact shall be confirmed by the signature of the Sender/ Recipient or an authorised representative. In case of refusal to sign or no-show, this remark shall be certified by the signature of the witness. If the report is drawn up unilaterally, the Carrier's representative sends an e-mail to the Ordering Party and the Sender/Recipient of the shipment, attaching the completed report and photographs of the damage together with the wagon number, before departure from the delivery-receiving point or general use tracks.
 8. If a wagon is found contaminated, the **Carrier** may collect the wagons and clean them on its own, charging the Recipient with the costs related to the cleaning specified in the Freight Tariff.
 9. The Sender/ Recipient may repair the damaged wagon with the consent of the **Carrier**.
 10. The Sender/ Recipient who damaged the wagon is obliged, in accordance with Art. 73 of the Transport Law and on the general principles set out in the Civil Code, to repair the damage caused to the **Carrier**.
The compensation in this case includes in particular: transport costs of the wagon to be repaired, repair costs and profits lost by the **Carrier**, which could have been obtained if the damage had not occurred. The amount of compensation is determined individually.
 11. The provisions of the RID Regulations, in particular Section 1.4, shall apply to the transfer of loaded wagons with dangerous goods or empty wagons, not cleaned after dangerous goods.
 12. Upon signing the List of railway vehicles in the train set (R-7), the Delivery List or the Notification of wagons ready for collection, it is considered that the wagons were accepted by the parties (the **Carrier** and the Receiver of the wagons).
 13. The Ordering Party or an entity authorised by him is obliged to immediately notify the **Carrier** of any railway accident in the area of the Recipient's or Sender's siding, in which the **Carrier's** rolling stock was involved. This obligation also applies to the derailment of the **Carrier's** rolling stock, even if it has not suffered any damage, as well as damage to the siding track or other railway equipment.

▪ **§ 27 Washing and disinfection of a wagon**

1. Each wagon after the transport of goods marked with the appropriate symbols specified in the NHM should be washed or disinfected.
2. The fact of returning a wagon that has not been washed or disinfected shall be recorded by the **Carrier's** employee on the List of wagons ready for collection or on the Delivery List.
3. For an unwashed or not disinfected wagon, the fee specified in the Freight Tariff shall be charged.

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4. Wagons permanently intended for the transport of goods, the name and symbol of which are written on the wagon, and wagons after the transport of goods in transport packaging are not subjected to washing and disinfection.

▪ **§ 28 Determining the time of a wagon belonging to DBC PL stay, at the Ordering Party's disposal for unloading**

1. The **Carrier** records separately for each trainset, group or a wagon, the time of its stay at the Ordering Party's disposal - according to quantitative or numerical records.
2. The period of the wagon's stay at the Ordering Party's disposal begins at the moment of handing over the wagon to the Receiver of the wagons during the agreed service, but not earlier than on the ordered delivery date.
3. If it is not possible to determine the date of handing over the wagons, the time of handing over the wagons shall be the date of providing the wagons to the delivery point agreed in the contract or order.
4. The wagon's stay at the Ordering Party's disposal shall be suspended for the time when the commencement of loading operations or the return of the wagon was impossible due to the **Carrier**.
5. At the request of the Ordering Party, for a siding not operating in continuous traffic, the time of the wagon's stay at its disposal may be suspended for the time of closing the siding for loading operations.
6. The time of the wagon's stay at the Ordering Party's disposal does not include the time of actual grouping/ segregation of wagons by the siding owner - but no more than 2 hours.
7. The time of the wagon's stay at the Ordering Party's disposal is counted until the first scheduled service after notifying the wagons readiness for collection.
8. Notification of readiness for collection/ completion of loading operations shall be made at least 2 hours before the scheduled service.
9. If wagons are not reported ready for collection within the time limit specified in sec. 8, the actual time of the train's departure from the railway station shall be considered as the time when the wagons are announced from the disposal.
10. If a wagon is used in a double loading operation, the time of the wagon's stay at the Ordering Party's disposal is counted separately for each loading operation.
11. If the Recipient cancels the ordered wagon after it has been delivered, the time the wagon remains at its disposal is counted until the time of the first scheduled service after the **Carrier** receives information about the cancellation.
12. If the shipment is unloaded or loaded before the start of the wagon's stay at the Ordering Party's disposal, no fees shall be charged for the stay.
13. The time of the wagon's stay at the disposal of the Ordering Party is recorded by the **Carrier** on the basis of the entries of the Customer Service Office or the dispatcher.
14. The **Carrier** may agree with the Ordering Party the time of stay at the disposal, for which no fees are charged.
15. The amount of fees charged for the stay of wagons at the disposal is regulated by the Freight Tariff or the **Carrier's** transport contract.
16. On sidings with a high turnover of wagons, the **Carrier** may agree to a quantitative record of the time of the wagon's stay at the Ordering Party's disposal. Quantitative records of the stay of wagons may be entered on the basis of separate provisions concluded between the **Carrier** and the Ordering Party.

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17. If it is not possible to provide previously agreed wagons for the Sender or Recipient due to the fault of the Siding Holder, the Sender or the Recipient, after prior informing the Ordering Party, the **Carrier** has the right to charge the Ordering Party with additional fees for the wagons stay on tracks and waiting for acceptance, in accordance with the Freight Tariff.

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11 Settlement and complains

▪ § 29 Settlement of performed services

1. The **Carrier** is entitled to issue an invoice for transport services at the time the service is performed.
2. The date of service performance shall be the date of delivery of the shipment to the destination station.
3. The settlement of the service is based on the data provided to the Carrier's IT system and the concluded transport contract.
4. In the absence of appropriate entries in the contract as to the method of settlement, the weight specified in the consignment note shall be assumed as the weight of the shipment.
5. If a wagon is excluded from the transport consigned under a common (collective) consignment note, the settlement is based on the data specified in the consignment note, taking into account the excluded wagon. Excluding such a wagon from transport does not entitle to withhold the whole or part of the payment for the transport of such a shipment, which does not deprive the person entitled to submit a complaint to the Carrier regarding settlements in the event of failure to deliver the wagon to the destination and the expiry of the deadlines after which the shipment or its part is considered lost.
6. In the case of additional services or services not specified in the transport contract, including transport routes, the **Carrier's** transport tariff shall apply.

▪ § 30 The method of submitting and considering complains

1. Complaints regarding compensation for the loss, decrement or damage to a shipment of goods and compensation for damage caused by delay in transport may be submitted in writing to the following address: DB Cargo Polska S.A., ul. Wolności 337, 41-800 Zabrze, or by e-mail to the e-mail address:
 - a. regarding transport, coal, steel, bulk materials: industrial.bok@deutschebahn.com,
 - b. regarding logistics and automotive transports: logistics.bok@deutschebahn.com,
 - c. regarding intermodal transports: intermodal.bok@deutschebahn.com,
 - d. regarding transport documents and transport monitoring: rso@deutschebahn.com
 - e. If the complaint concerns an invoice issued to the email address: reklamacje@deutschebahn.com.
2. The day of lodging a complaint shall be the date of receipt of the complaint letter or electronic information to the **Carrier**.
3. The conditions for submitting and the detailed procedure for handling complains are regulated by the provisions of the Regulation of the Minister of Transport and Construction of February 24, 2006 on determining the condition of shipments and complaint procedure (Journal of Laws No. 38, item 266).
4. Complaints regarding irregularities in the settlement of services performed shall be submitted in writing to the address specified on the invoice.
5. Filing a complaint does not release from the obligation to pay the amount due under the issued invoice in a timely and full amount.

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12 Specific provisions

▪ § 31 Extraordinary shipments

1. The conditions of transport of extraordinary shipments are specified in the Regulation of the Minister of Transport June 7, 2006 on the type and conditions of transport of goods that may cause transport difficulties when transported by rail (Journal of Laws No. 108, item 746).
2. As extraordinary shipments, the **Carrier** accepts shipments for transport, the transport of which, according to the **Carrier's** assessment, causes particular difficulties due to:
 - a. shape, size, weights or other characteristics;
 - b. the method of loading, arrangement and fastening on the wagon;
 - c. the need to use special transport technology.
3. The **Carrier** shall accept extraordinary shipments for transport if technically and operationally possible.
4. The Sender shall notify the **Carrier** of the intention to send an extraordinary shipment in domestic transport at least 30 days before the day of commencement of loading operations proposed in the notification.
5. The **Carrier** shall notify the Sender of the consent receipt to accept an extraordinary shipment for transport at least 10 days before the first day indicated in the notification, on which it is possible to start loading operations.
6. The Sender confirms the date of transport with a minimum of 10 days in advance.
7. The Sender is obliged to load and deliver an extraordinary shipment for transport, taking into account the requirements specified by the **Carrier**.
8. Before accepting an extraordinary shipment for transport, the **Carrier** shall check in the presence of the Sender whether the requirements are met, in particular:
 - a. correct placement of the shipment on the wagon;
 - b. correctness of its attachment and protection against displacement during transport;
 - c. compliance of the outline of the loaded shipment with the loading gauge, taking into account deviations allowed by the **Carrier**;
 - d. correctness of the shipment marking and marking its location on the wagon.
9. The procedure regarding the method of notifying of the intention to transport shipments, technical and operational conditions of transport, accepting a shipment for transport is specified in the Transport Instruction for Extraordinary Shipments DBH-1.

▪ § 32 Supervised shipments

1. The Sender is obliged to ensure the supervision of the following shipments:
 - a) items requiring special thermal conditions;
 - b) radioactive material of RID class 7 and Appendix No. 2 of the SMGS;
 - c) transport of weapons, ammunition, explosives, armaments, devices and military equipment, sent from areas and facilities subject to mandatory protection, referred to in the provisions on the protection of persons and property.
2. In the agreement with the **Carrier**, the Sender may ensure supervision during the transport of the following shipments:
 - a) rolling stock rolling on its own wheels;
 - b) tractors and cars.

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3. Statement on the designation of protection - surname and first name as well as the number of the identity document, entered by the Sender in the consignment note.
4. During supervision, the janitor may stay in the wagon with the shipment or in a separate freight wagon, depending on the technical conditions of the transport and arrangements made with the **Carrier**.
5. Security guards should have all the necessary permissions to move around the railway area and permission to board the locomotive - issued by the **Carrier**.

▪ **§ 33 Waste transport**

1. The transport of waste takes place in accordance with the rules and conditions set out in the Waste Act of December 14, 2012 (i.e. Journal of Laws of 2019, item 701, as amended) and in executive regulations to this Act.
2. International waste turnover takes place on the basis of the Act of June, 29, 2007 on the international transport of waste (i.e. Journal of Laws of 2019, item 1162, as amended) and in the executive regulations to this Act.
3. Waste means any substance or object which the holder disposes of, intends to dispose of, or is required to dispose of. Waste is divided into:
 - dangerous waste;
 - non- dangerous waste.
4. The list of waste is included in the appendix to the Regulation of the Minister of the Environment of December 9, 2014 regarding the waste catalogue (Journal of Laws of 2014, item 1923). Waste marked with an asterisk “*” next to the waste type code is dangerous waste, the transport of which is treated as equivalent to the transport of dangerous goods.
5. The principles of handling waste during the transport process should ensure:
 - Protection of people lives and health;
 - environmental protection;
 - preventing the negative impact of waste on the environment.
6. The transport of dangerous waste is carried out in accordance with the applicable regulations in the transport of dangerous goods.
7. The Ordering Party (holder of waste) ordering the service of their transport is the waste producer or conducting business in the field of waste collection or disposal.
8. After receiving information on the method of transporting waste from the **Carrier's** Customer Service Office, i.e. type of wagons/ container and wagon numbers, the Sender is obliged to entry these data on the BDO platform by starting the waste management.
9. The Sender generates a ‘waste transfer card’ at least 24 hours before the start of transport operation and submits it to the Customer Service Office.
10. The Ordering Party (holder of waste) shall attach a completed ‘waste transfer card’ to the consignment note.
11. In the event that the place of sending and receiving the shipment does not change within one calendar month, and the same waste is transported, the 'Collective waste transfer card' shall be used, completed and submitted at the last posting in the calendar month as an attachment to the consignment note.
12. The **Carrier's** employee confirms the performance of the waste transport service on the BDO platform, and the Recipient confirms takeover the ‘waste transfer card’ on all copies. one copy is kept by the **Carrier's** employee and the other is handed over to the Recipient along with the original consignment note.

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▪ **§ 34 Dangerous goods transport**

1. The Sender is obliged to include in the consignment note or other document, on the basis of which the transport is performed, the name and address of the entity that owns the dangerous goods at the time of handing them over to the **Carrier**.
2. The Sender bears sole responsibility for damages resulting from non-performance or improper performance of the obligation referred to in section 1 above and will bear all related costs.
3. If, as a result of non-performance or improper performance of the obligation referred to in para. 1 above, the **Carrier** has suffered damage or a third party claim has arisen against the **Carrier** due to a contract concluded with a third party, tort or liability incurred on a different basis, the Sender is obliged to reimburse the costs and expenses incurred by the **Carrier**, including in particular contractual penalties, administrative penalties, damages, fees and any other amounts paid to third parties and public administration authorities, as well as costs of satisfying third party claims (including court fees and other legal expenses).
4. In the event of non-performance or improper performance of the obligation referred to in par. 1 The Sender shall pay the Carrier a contractual penalty in the amount of PLN 10,000 (in words: ten thousand PLN). The Carrier may claim supplementary damages exceeding the amount of the stipulated contractual penalty under the general rules resulting from the Civil Code.
5. For the transport of dangerous goods, the provisions of the Act on the transport of dangerous goods of August 19, 2011 and the Regulations for the International Transport of Dangerous Goods (RID) and Appendix No. 2 to the SMGS Agreement shall apply.
6. The Sender is obliged to send dangerous goods for transport, the transport of which by rail is not prohibited.
7. Prior to assigning class 1 (explosives) or class 7 (radioactive materials) dangerous goods for transport, due to the possibility of having or obtaining additional permits resulting e.g. from the atomic law, the Sender/ Customer is obliged to agree with the **Carrier** the possibility of the carrying out this transport.
8. For wagons - tank wagons, tank containers or portable tank wagons for the transport of refrigerated liquefied gases, the Sender shall include the date of actual maintenance time in the transport document, in accordance with the requirements of RID/ Appendix No. 2 to SMGS.
9. When consigning refrigerated liquefied gases referred to in point 8, the Sender/ Customer is obliged to agree with DBC PL the date of transport due to the closing time of the safety valve guaranteed by the Sender in accordance with 5.4.1.2.2. d) RID/ Appendix No. 2 to SMGS.

▪ **§ 35 Sensitive goods transport**

1. The transport of sensitive goods is carried out in accordance with the terms and conditions set out in the Act on the monitoring system for the transport of goods and in the implementing regulations to this Act.

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2. Sensitive goods are understood as goods covered by the monitoring system referred to in Art. 3 of the Act on the monitoring system for the transport of goods, classified under one item of the Combined Nomenclature referred to in Art. 3 sec. 1 of the Act of December 6, 2008 on excise duty (i.e. Journal of Laws of 2019, item 864, as amended).
3. The specification of the main groups of sensitive goods subject to notification to the PUESC system is contained in the Act on the monitoring system for the transport of goods.
4. The rules of proceeding with sensitive goods during transport shall protect the interests of all parties involved in the transport of sensitive goods, including in particular: the sending entity, the receiving entity, the **Carrier** and the Ordering Party.
5. The Ordering Party is obliged to immediately provide the **Carrier** the reference number and key or a document replacing the declaration and confirmation of receipt of the document replacing the Notification or a document confirming the storage transfer for the transported sensitive goods with the help of which the **Carrier** will be able to supplement and update the data covered by the monitoring within its scope in PUESC system. All Inquiries should be sent to sent@deutschebahn.com.
6. The **Carrier** providing the service of transporting sensitive goods is obliged to supplement or update data in the PUESC system in the case of export or import of sensitive goods, based on the reference number and key received from the Ordering Party or a document replacing the Inquiry and confirmation of receipt of the document replacing the Inquiry or a document confirming the warehouse transfer for transported sensitive goods, to the extent determined for the **Carrier** in the situations referred to in the Act on the monitoring system for the transport of goods.
7. The **Carrier** performing the service of transporting sensitive goods is obliged to report, supplement or update data in the PUESC system in the case of the transit of sensitive goods, to the extent determined for the **Carrier** as in the Act on the monitoring system for the transport of goods, provided that a given case of the transit of sensitive goods is not excluded from the obligation to monitor by the exclusion specified in the Act on the monitoring system for the transport of goods.
8. Failure to perform the obligations referred to in sec. 5 or sec. 6 may be the basis for refusing to conclude a transport contract, refusing to accept a transport order for execution or refusing a shipment for transport.
9. In the event of receiving a request from the tax authorities to present the means of transport together with the goods covered by the notification for inspection, the Carrier has the right to charge the Ordering Party with all costs incurred, including in particular the costs of demurrage of wagons, locomotives or track occupancy. When ordering the transport of sensitive goods, the Ordering Party fully accepts the potential risk that in the circumstances referred to in the first sentence, it may be charged with the costs of demurrage of the entire train despite the lack of fault of the Ordering Party.
10. If, as a result of non-performance or improper performance by the Ordering Party of the obligation referred to in sec. 1, sec. 4, sec. 5 or sec. 6 above, the **Carrier** has suffered damage or a third party claims has arisen against the **Carrier** due to a contract concluded with a third party, tort or liability incurred on a different basis, the Ordering Party is obliged to reimburse the costs and expenses incurred by the **Carrier**, including in particular those paid to third party and public administration authorities contractual penalties, administrative compensations, damages, fees and any other amounts, as well as the costs of satisfying third party claims (including court fees and other legal expenses).

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▪ **§ 36 Liability of the transport contract parties**

1. The **Carrier** is liable for the loss, partial loss or damage to the shipment arising from its acceptance for transport until its release and for delay in the carriage of the shipment, subject to the situations specified in Art. 65 sec. 2 and 3, Art. 66 and 68 of the Act of November 15, 1984 Transport Law (i.e. Journal of Laws of 2017, item 1983, as amended). The **Carrier** is also responsible for the loss of the shipment in accordance with the rules set out in § 22 of this Instruction.
2. Cases of force majeure, which releases the parties to the transport contract from fulfilling contractual obligations for the duration of force majeure, are unforeseen events that occur independently of the will of the parties, and which the party will not be able to prevent by using due diligence by thwarting the fulfilment in total or in part of contractual obligations, such as fire, flood, earthquake, legal strike, war, mobilization, enemy warfare, requisition, embargo or orders of the authorities, operational difficulties caused by managers of railway line on which the transport takes place. Lack of manpower, materials and raw materials is not considered as force majeure, unless it is caused by force majeure.
3. The Ordering Party ensures and/or undertakes to ensure that the Recipient of the wagons exercises proper supervision/ care over the **Carrier's** wagons from the moment they are delivered to the place as determined in § 3 sec. 1 until the actual removal of wagons by the siding or general use tracks.
4. The Ordering Party shall be responsible for the technical condition of wagons (damage or missing wagons' parts) from the moment they are delivered to the place indicated in § 3 sec. 1 until the actual collection of wagons by the **Carrier** from the siding or general use tracks, after their announcement and for the damages caused to third parties. If the Ordering Party damages the **Carrier's** rolling stock, the Ordering Party is obliged to repair the damage caused to the **Carrier**. In such a situation, the **Carrier** is entitled to remove the damage and charge the Ordering Party with the costs of repairing rolling stock.
5. The Ordering Party shall be responsible for failure to provide the **Carrier** with the reference number, the document replacing the Inquiry and confirmation of receipt of the document replacing the Inquiry or the document referred to in Art. 3 sec. 7 of the Act on the monitoring system for the transport of goods or the provision of the above-mentioned documents inconsistent with the facts, despite the fact that the obligation to provide the above-mentioned documents results from the Act on the monitoring system for the transport of goods.
6. The Ordering Party shall be responsible for failure to complete or update the data contained in the Inquiry or for supplementing or updating inconsistent with the facts, despite the fact that the obligation to submit, supplement or update the Inquiry results from the Act on the monitoring system for the transport of goods.
7. The Ordering Party shall be responsible for the Inquiry inconsistent with the actual state of affairs, despite the fact that the obligation to Inquiry results from the Act on the monitoring system for the transport of goods.
8. The Ordering Party shall be responsible for the consequences of finding that the goods do not correspond to the type, quantity, weight or volume of the goods indicated in the Inquiry.
9. The Ordering Party shall be responsible for the removal, guarding and storage of the means of transport or goods in the designated place and the fees referred to in Art. 17 of the Act on the monitoring system for the transport of goods.

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▪ **§ 37 Final provisions**

1. These Instruction apply from January 1, 2023.
2. With regard to international transport, the provisions of this Instruction shall apply only when applicable regulations and international agreements do not provide otherwise.

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13 Appendices:

No.	Appendix
1	Transport assignment
2	Shipment order
3	Template of the consignment note
4	Wagons readiness after loading operations
5	Report on finding damages or shortages on the wagon
6	R-7 List of railway vehicles in the train set
7	R-25 Delivery list

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1. Transport assignment

Zleceniodawca / Płatnik:					
Nazwa		NIP		Telefon	
Adres		Regon		Fax	
Osoba kontaktowa		Tel.		e-mail	
Zgodnie z ofertą nr		Z dnia			
Informujemy, że akceptujemy szczegółowe warunki wykonania przewozu towarów określone w w/w ofercie oraz Regulaminie Przewozów Towarowych i zlecamy Usługę transportową w następującej relacji					
Nadawca			Odbiorca		
Nazwa		Nazwa			
Adres		Adres			
Miejsce nadania			Miejsce wydania (przeznaczenia)		
Stacja		Stacja			
Bocznica		Bocznica			
Kraj		Przejście graniczne:		Przewoźnik zagraniczny	
Ładunek		NHM			
Ładunek podlegający przepisom RID		TAK <input type="checkbox"/>	NIE <input type="checkbox"/>	Klasa RID	Kod UN
Ładunek podlegający ustawie o systemie monitorowania drogowego		TAK <input type="checkbox"/>	NIE <input type="checkbox"/>	Pozycja zgodnie z Nomenklaturą Scaloną	
Numer zezwolenia albo pozwolenia uprawniającego do obrotu produktami leczniczymi					
Nazwa organu wydającego zezwolenie albo pozwolenie uprawniające do obrotu produktami leczniczymi					
Ilość wagonów [szt]	Typ wagonów	Realizacja przewozu w wagonach		Masa netto pojedynczej przesyłki [ton]	
		Przewoźnika <input type="checkbox"/>	Klienta <input type="checkbox"/>		
		Przewoźnika <input type="checkbox"/>	Klienta <input type="checkbox"/>		
Termin realizacji					
1. Dla przewozów realizowanych w wagonach DB Cargo Polska proszę zaznaczyć Datę podstawienia oraz nadania					
2. Data dostawy wiążąca dla Przewoźnika tylko w przypadku zapisu dotyczącego terminu dostawy w Ofercie					
3. W przypadku większej ilości przewozów niż 4, proszę je wpisać w dalszym ciągu tabeli na str.2,					
Lp.	Data podstawienia wagonów do Nadawcy ¹	Data nadania ładunku od Nadawcy ¹		Data dostawy ładunku do Odbiorcy ²	
1.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
2.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
3.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
4.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
..... Podpis osoby upoważnionej ze strony zleceniodawcy					

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2. Shipment order

NADAWCA						
STACJA NADANIA						
NUMER STACJI NADANIA						
ODBIORCA						
MIEJSCE OBIORU						
STACJA ODBIORU						
NUMER STACJI ODBIORU						
UMOWA TRANSPORTOWA						
RODZAJ TOWARU						
POZYCJA ZGODNIE Z NOMENKLATURĄ SCALONĄ						
NUMER ZEZWOLENIA ALBO POZWOLENIA UPRAWNIAJĄCEGO DO OBROTU PRODUKTAMI LECZNICZYMI						
NAZWA ORGANU WYDAJĄCEGO ZEZWOLENIE ALBO POZWOLENIE UPRAWNIAJĄCE DO OBROTU PRODUKTAMI LECZNICZYMI						
NUMER REFERENCYJNY, DOKUMENT ZASTĘPUJĄCY ZGŁOSZENIE I POTWIERDZENIA PRZYJĘCIA DOKUMENTU ZASTĘPUJĄCEGO ZGŁOSZENIE ALBO DOKUMENT, O KTÓRYM MOWA W ART. 3 UST. 7 USTAWY O SYSTEMIE MONITOROWANIA PRZEWOZU TOWARÓW						
PRZEWOŹNIK						
TYP WAGONU						
DZIEŃ	TONAŻ	il. wagonów	il. pociągów	TONAŻ	il. wagonów	il. pociągów

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3. Template of the consignment note

Remarque importante: les marchandises en transit par rail sont soumises aux règles en vigueur CIM. Sont en outre applicables les conditions générales de transport du transporteur. Die Beförderung von Gütern unterliegt auch bei einer eventuellen Ausschreibung dem Tarifvertrag des Bundesverkehrsministeriums. Ausnahme von der Allgemeinen Beförderungsbedingungen des Beförderers anwendbar. Seul ce dernier contient l'achèvement des wagons vides et soumis aux règles en vigueur CUV. Sont en outre applicables les conditions contractuelles les règles de l'entreprise de transport ferroviaire. Die Beförderung von Leerwagen unterliegt unter Vorbehalt besonderer Abmachung im Güterverkehr Tarifvertrag des Bundesverkehrsministeriums CUV im Übrigen gelten die einschlägigen Vertragsbedingungen des Dienstleistungserbringers.		Lettre de voiture CIM Frachtbrief CIM <input checked="" type="checkbox"/>	Lettre wagon CUV Wagenbrief CUV <input type="checkbox"/>	48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	
1 Expéditeur (nom, adresse) – Absender (Name, Anschrift) Signature – Unterschrift N° TVA, MWST, Nr.		2 Destinataire (nom, adresse, pays) – Empfänger (Name, Anschrift, Land) E-Mail Tél. Fax N° TVA, MWST, Nr.		3 Déclaration de l'expéditeur – Erklärung des Absenders 4 Référence expéditeur – Absender Referenz	
5 Conditions commerciales – Kommerzielle Bedingungen 6 Informations pour le destinataire – Vermerke für den Empfänger		7 Annexe – Beilage 8 Date en change – Übernahme 9 Wagon N° – Wagen Nr. 10 Person – Stacks 11 Paiement des frais – Zahlung der Kosten <input checked="" type="checkbox"/> Franco de port – Franko Fracht <input type="checkbox"/> Incoterms		12 Lieu de livraison – Ablieferungsort Gare – Bahnhof Pays – Land 13 Transport exceptionnel – Aussergewöhnliche Sendung <input type="checkbox"/> oui ja <input type="checkbox"/> non nein 14 RID <input type="checkbox"/> oui ja <input type="checkbox"/> non nein 15 N+M Code 16 Masse 17 Déclaration de valeur – Wert des Gutes 18 Intérêt à la livraison – Interesse an der Lieferung 19 Remboursement – Rücknahme 20 Vérification – Überprüfung	
21 Désignation de la marchandise – Bezeichnung der Güter 22 Transport exceptionnel – Aussergewöhnliche Sendung <input type="checkbox"/> oui ja <input type="checkbox"/> non nein 23 RID <input type="checkbox"/> oui ja <input type="checkbox"/> non nein 24 N+M Code 25 Masse 26 Indications douanières – Zollvermerke 27 Déclaration de valeur – Wert des Gutes 28 Intérêt à la livraison – Interesse an der Lieferung 29 Remboursement – Rücknahme 30 Vérification – Überprüfung		31 Opérations douanières – Zollbehandlung 32 Bulletin d'affranchissement – Frachtausschreibung <input type="checkbox"/> oui ja <input type="checkbox"/> non nein 33 Avis d'encasement N° – Nachnahmebegleitschein Nr. <input type="checkbox"/> établi par expéditeur durch <input type="checkbox"/> établi par destinataire durch 34 Procès verbal N° – Tatbestandsaufnahme Nr. <input type="checkbox"/> établi par expéditeur durch <input type="checkbox"/> établi par destinataire durch 35 Prolongation du délai de livraison – Lieferfristverlängerung Code du – von au – bis lieu – Ort		36 Déclaration du transporteur – Erklärung des Beförderers 37 Autres transporteurs – Andere Beförderer Nom, adresse – Name, Anschrift Parcours – Stacks Qualité – Eigenschaft	
38 a) Transporteur contractuel – Vertraglicher Beförderer Signature – Unterschrift Code principal obligé – Code Hauptverpflichteter		38 b) Procédure simplifiée de transit ferroviaire – Vereinfachtes Eisenbahnverkehrsverfahren <input type="checkbox"/> oui ja <input type="checkbox"/> non nein Original 39 Date d'arrivée – Ankunftsdatum Arrivage N° – Empfangs Nr.		39 Date d'arrivée – Ankunftsdatum Arrivage N° – Empfangs Nr. 40 Mise à disposition – Bereitgestellt 41 Distance du destinataire – Empfängerbezeichnung 42 Identification de l'envoi – Identifikation Pays – Land Gare – Bahnhof Entreprise – Unternehmen Exp. N° – Versand Nr.	
43 Lieu et date d'établissement – Ort und Datum der Ausstellung		44 Date, signature – Datum, Unterschrift		45	

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4. Wagons readiness after loading operations

(Raport z Nadania – Rozładunku)

W
(nazwa punktu za/wyładunkowego)

Przewoźnik DB Cargo Polska S.A.	
Data i godzina przekazania przez Przewoźnika do Klienta wagonów pod czynności ładunkowe	
Ilość przekazanych wagonów pod czynności ładunkowe:	
Data i godzina przekazania wagonów spod czynności ładunkowych do Przewoźnika	
Ilość wygłoszonych wagonów spod czynności ładunkowych	
Numer listu przewozowego z Nadania	
Tonaż	
Nadawca:	
Odbiorca:	

Nazwisko i imię dokonującego zgłoszenia gotowości wagonów do zabrania	
Nazwisko i imię przyjmującego zgłoszenie ze strony Przewoźnika	
UWAGI- wypełniać w przypadku wystąpienia różnic w ilości wagonów i braku w tonażu	

Wypełniony druk proszę przesłać w formie elektronicznej na adresy:

dyspozytor.przewozow5.pl@deutschebahn.com

dyspozytor.przewozow6.pl@deutschebahn.com


industrial.bok@deutschebahn.com

oraz telefonicznie na numer: +48 32 78 89 190

Dokument stanowi podstawę do naliczania przez przewoźnika opłaty z tytułu pozostawienia wagonów dyspozycji Klienta. W przypadku braku dostarczenia dokumentu do Przewoźnika, za czas pobytu wagonów w dyspozycji Klienta uznawany będzie okres od podstawienia wagonów na PZO do czasu fizycznego odbioru przez Przewoźnika wagonów z PZO.

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5. Report on finding damages or shortages on the wagon

	PROTOKOŁ O STWIERDZENIU USZKODZENIA LUB BRAKÓW NA WAGONIE, WYNIKŁYCH PODCZAS CZYNNOŚCI ZAŁADUNKOWO-ROZŁADUNKOWYCH
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Dnia o godzinie

Podczas przyjęcia przez DB Cargo Polska S.A. wagonów w punkcie zdawczo-odbiorczym na stacji / boczniczy*, **użytkowanych przez klienta:**

.....
.....

nazwa stacji / boczniczy oraz Klienta przekazującego wagony

Relacja pociągu

Ujawniono usterkę na wagonie o numerze:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Właściciel wagonu:

.....

Wagon w stanie próżnym / ładownym*

Z uszkodzeniami / brakami * następujących części wagonu:

- | | | |
|-----------------------------------------|------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> stopnie | <input type="checkbox"/> haki podciągowe | <input type="checkbox"/> zbiornik |
| <input type="checkbox"/> uchwyty | <input type="checkbox"/> drzwi | <input type="checkbox"/> armatura zbiornika |
| <input type="checkbox"/> drabinki | <input type="checkbox"/> podłoga | <input type="checkbox"/> części luźne (podać jakie) |
| <input type="checkbox"/> szkielet pudła | <input type="checkbox"/> dach | <input type="checkbox"/> inne |
| <input type="checkbox"/> poszycie pudła | <input type="checkbox"/> ściany i plandeki przesuwne | |

Wagon do wyłączenia z ruchu Tak / Nie *

Opis uszkodzeń i braków:

.....
.....
.....

Za wskazane uszkodzenia uszkodzenia / braki * odpowiedzialność ponosi:

.....
.....

załadowca / rozładowca / stacja / bocznicza stwierdzenia szkody

Koszty naprawy oraz stwierdzonych braków elementów na wagonie zostaną naliczone zgodnie z kalkulacją zakładu naprawczego.

Nazwisko oraz podpis przedstawiciela
DB Cargo Polska S.A.

Nr telefonu:

Nazwisko oraz podpis przedstawiciela
Klienta/boczniczy

Nr telefonu:

W przypadku braku obecności klienta lub odmowy podpisania protokołu:

Nazwisko oraz podpis przedstawiciela
DB Cargo Polska S.A.

Nr telefonu:


Nazwisko oraz podpis świadków
wyłączenia szody

Nr telefonu:

* niepotrzebne skreślić

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6. R-7 List of railway vehicles in the train set

 DB Cargo Polska S.A. <small>47 400 34000 ul. Wronki 237 94-22 271444-49 fax: 22 2719204</small>		WYKAZ POJAZDÓW KOLEJOWYCH W SKŁADZIE POCIĄGU											
		Potwierdzenie odbioru pojazdów zgodnie z wykazem na :											
		stacji początkowej	stacjach pośrednich			stacji końcowej							
		1	2	3	4	5							
Numer pociągu													
wyprawionego dnia													
ze stacji													
do stacji													
Kierownik pociągu													
Jednostka macierzysta													
ze stacji													
do stacji													
Maszynista pociągu													
Jednostka macierzysta													
ze stacji													
do stacji													
Odprowadzający													
(identyfikator pojazdu kolejowego *)													
Lp.	numer inwentarzowy pojazdu	Barwy				Długość pojazdu kolejowego [m]	Masa ładunku [t]	Masa własna pojazdu [t]	Masa ładunku rzeczywalna [t]	Stacja		Numer wyjazdu	Uwagi (w tym informacje o pojazdach przewożących materiały niebezpieczne - według klasyfikacji RID)
		przebiegowa (niebieska)	skrajności (czarna)	typu (biała)	cyfrowy skrajności (czarna)					nadania	przeznaczenia		
1													
L1													
L2													
L3													
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