



# Freight Transport Regulations **DB Cargo Polska S.A.**

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DB Cargo Polska S.A.

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Zabrze, 01.01.2025

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Version 1.13

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## 1 Definitions and explanations

**Act on the Freight Transport Monitoring System** - Act on the system for monitoring the transport of goods by road and rail and trade in heating fuels of March 9, 2017 (consolidated text: Journal of Laws of 2023, item 104, as amended).

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

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

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

**BOK** - Customer Service Office.

**Carrier** - DB Cargo Polska S.A.

**CIM** - Uniform Rules Concerning the Contract of International Carriage of Goods by Rail.

**Consignment note** - a document confirming the conclusion of a transport contract, containing the elements referred to in Art. 38 item 2 of the Act of November 15, 1984, Transport Law (consolidated text: Journal of Laws of 2017, item 1983, as amended) or in other relevant provisions, in particular applicable international agreements.

**Dangerous goods** - materials and items the transport of which is prohibited pursuant to RID/Appendix No. 2 to SMGS, or is permitted under the conditions specified therein.

**Dangerous waste** - any waste originating from economic or living activities of a human being (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.

**DBC PL** - DB Cargo Polska S.A.

**DBC PL Customer** - the Sender or the Recipient who is the Ordering Party, or the Ordering Party constituting another entity that, at the request of the Sender, the Recipient or the owner of goods organises the transport of goods and is the Payer.

**Delivery-acceptance point** - a designated place for loading operations, receiving and transferring shipments and wagons, and checking their condition. Commercial and technical point of transfer of the shipment on railway tracks.

**Destination station** - final station or trading point agreed with the Customer.

**Disposer** - an entity that owns a railway vehicle or has the right to use it as a means of transport, registered into the national register of railway vehicles.

**Domestic transport** - transport of shipments based on a consignment note between stations located on the territory of Poland, with the exception of:

- shipments sent on the basis of a consignment note from the stations located on the territory of Poland to the stations located in the area of sea and inland ports in Poland for further export by water outside the territory of Poland;
- shipments delivered by water from outside the territory of Poland to the area of sea and inland ports in Poland, and then sent on the basis of a consignment note to the stations located on the territory of Poland, indicated as the first destination place of the shipment.

**Electronic data exchange** - the method of transmitting and sending information and documents electronically agreed between the Customer and the Carrier, including: via an application, data exchange, e-mail, etc.

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**Extraordinary situation** - sudden event, resulting from force majeure, including decisions of competent authorities, arising regardless of the will of the Parties to the transport contract, preventing the performance of obligations in whole or in part, which parties while exercising due diligence, could not have predicted or prevented.

**Freight** - fees for transport of determined freight mass on determined tariff distance without additional charges.

**FTR** - hereby Freight Transport Regulation.

**GCU/AVV** - general contract on the use of freight wagons.

**High-risk goods** - dangerous goods, the definition and procedure of operations of which are determined in section 1.10. RID and Appendix No. 2 to the SMGS contract.

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

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

- consignment note from the stations located within the territory of Poland to the stations located outside the territory of Poland;
- consignment note from the shipping station on the territory of Poland to the stations located in the area of sea and inland ports in Poland for further export by water outside the territory of Poland.

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

- consignment note from the stations located outside the territory of Poland to the stations located on the territory of Poland;
- consignment note of shipments delivered from outside the territory of Poland by water via to the area of sea and inland ports in Poland, and then sent 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 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 stations located outside the territory of Poland of the shipments arrived on the basis of a CIM consignment note to the Polish exit border station, where DBC PL changes the CIM consignment note into an SMGS consignment note;
- transport to stations located outside the territory of Poland of shipments arrived on the basis of an SMGS consignment note to the Polish entry border station, where DBC PL changes the SMGS consignment note into a CIM consignment note;
- transport from stations located outside the territory of Poland to the stations located outside the territory of Poland on the basis of the CIM/SMGS consignment note as determined in the Appendix No. 22 to SMGS and the Instructions for the CIM/SMGS consignment note (GLV-CIM/SMGS).

**Link2Rail** - application used for electronic sending of shipments for transport.

**Loader** - natural person, legal person, organisational unit without legal personality, acting on behalf of and for the benefit of the Sender in the field of loading services.

**Mass of the shipment** - the mass of the goods declared in the transport documentation by the Sender.



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**NHM** - Harmonised Nomenclature of Goods.

**Notification** - notification of the transport of goods to the register of notifications kept in the ICT system within the meaning of Art. 3 item 3 of the Act of February 17, 2005 on the computerisation of the activities of entities performing public tasks (consolidated text: Journal of Laws of 2023, item 57, as amended).

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

**Ordering Party** - natural person, legal person or organizational unit without legal personality that orders the Carrier to transport a shipment. The Ordering Party is responsible for the actions of the Sender and the Receiver, even if does not perform loading operations himself.

**Payer** - the Ordering Party.

**Planned Operation** - the date agreed with the Recipient of the wagons for collecting the wagons from the the delivery-acceptance point.

**PUESC** - platform for electronic fiscal and customs services constituting a single access point to e-service of the National Tax Administration in the area of handling and control of trade in goods with third countries and trade in excise goods.

**Recipient** - natural person, legal entity or organisational unit without legal personality authorized to receive the shipment, including its subcontractors.

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

**RID** - Regulations for the international transport of dangerous goods by rail.

**Sender** - natural person, legal entity or organisational unit without legal personality that sends the shipment for transport, including its subcontractors.

**Sensitive goods** - goods covered by the monitoring system referred to in Art. 3 of the Act on the Freight Transport Monitoring System.

**Shipment** - goods sent for transport by the Sender, at one departure station, to one Recipient, to one destination station, on the basis of one consignment note.

**Siding** - railway route designated by the infrastructure manager, directly or indirectly connected to the railway line, used to perform loading, maintenance activities or railway vehicles stay, or to move and inclusion of railway vehicles on the railway network.

**SMGS** - Contract on International Rail Freight Transport.

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

**Track & Trace** - an application or functionality that allows to track the shipment by the internet website of the Carrier.

**Transport contract** - a contract under which the Carrier commits to transport the shipment for the remuneration in the form of, among others: transport fees, specifying the essential conditions of transport.

**Transport order** - document determining at least the essential elements of the transport contract, on the basis of which the transport contract is concluded between the Ordering Party and the Carrier.

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**Transport submission** - reporting the need for transport services based on the concluded transport contract, containing data necessary to plan and perform transport.

**UTI** - Intermodal Transport Unit.

**Wagons Recipient** - the Sender, the Recipient or an entity acting on their behalf, authorized to collect or return wagons from a siding or general use tracks.

**Waste** - means any substances or items that their holder removes, intends to remove or is obliged to remove.

**Witness**- a person present when the fact of damage to the wagon was discovered.

**Written form** - a document in paper form.

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## 2 General Provisions

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### ▪ The scope of application of the Regulations

1. The Regulations define 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 under conditions other than those specified in these Regulations, taking into account the specificity of a particular transport, provided that they are agreed with the Ordering Party and conclusion of the transport contract, 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 transport services in domestic and international communication, consisting in 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 performed, as well as applicable tariffs and regulations, can be obtained at the Company's headquarters. Address details and hereby Regulations are also available on the Internet on the **Carrier's** website: [www.pl.dbcargo.com](http://www.pl.dbcargo.com)
4. Accepting the **Carrier's** offer / signing the contract for providing services by the **Carrier**, the Ordering Party accepts and undertakes to comply with the FTR and at the same time obliges to read and apply the provisions of the FTR by its subcontractors and by the Sender or the Recipient of wagons when, at their request, the Ordering Party organizes the transport and concludes a shipment transport contract with the **Carrier**.



## 3 Ordering transport

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### ▪ § 1 Ordering transport

1. Transport services are ordered on the basis of a concluded transport contract or transport order.
2. The **Carrier's** transport order, signed and stamped by the Ordering Party or persons authorized to represent him, is sent by the Ordering Party in writing, before the first start of the train.
3. The Ordering Party is obliged to place transport submissions based on the concluded contract or transport order containing the information included in the attachment by e-mail to the following address:
  - regarding the transport, coal, steel, bulk materials: [industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com)
  - regarding logistics i automotive transports: [logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com)
  - regarding intermodal transports: [intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com)
- 3a The Ordering Party is obliged to specify in transport order or transport contract the type of goods and items in accordance with the Combined Nomenclature referred to in Art. 3 section 1 of the Act of December 6, 2008 on excise duty (consolidated text: Journal of Laws of 2023, item 1542, as amended), as well as the permit or authorization entitling the trade of medicinal products and the name of the issuing authority or submission a statement that the subject of transport are not goods covered by the monitoring system referred to in Art. 3 of the Act on the Freight Transport Monitoring System;
- 3b If the subject of transport are goods covered by the monitoring system referred to as in the Art. 3 of the Act on the Freight Transport Monitoring System, the Ordering Party is obliged, before starting the transport of goods, to send a notification to the register of applications, carried out in the ICT system within the meaning of Art. 3 section 3 of the Act of February 17, 2005 on the computerisation of the activities of entities performing public tasks (consolidated text: Journal of Laws of 2023, item 57, as amended) Notification, obtain a reference number for this Notification and provide this number to the **Carrier**.
4. Transport submissions shall be submitted to the **Carrier** no later than on Thursday of the week preceding the date of service operation, subject to the rules provided for in hereby Regulations for extraordinary shipments.
5. Transport submissions are accepted by the **Carrier** and checked for feasibility of implementation.
6. The **Carrier's** obligation takes place upon confirmation of acceptance of the transport submission for execution along with the agreed implementation date.
7. The **Carrier** confirms acceptance of the transport submission for execution within **4 days** from the date of its receipt. The transport submission is accepted for execution each time on the basis of written confirmation by the **Carrier**.
8. The **Carrier**, has the right to refuse to accept a transport submission for execution:
  - a. containing incomplete data;
  - b. referring to an invalid offer;
  - c. when the transport submission exceeds the agreed transport volume;
  - d. the Ordering Party, at the time of placing the transport submission, has a delay of more than 30 days in the payment of all or part of the **Carrier's** remuneration;
  - e. the transport submission will be received after exceeding of the required preceding period;
  - f. if the Ordering Party has not fulfilled the obligation referred to in section 3a or 3b;
  - g. in the event of failure to receive the reference number, a document replacing the Notification and confirmation of acceptance of the document replacing the Notification or the document referred to in Art. 3 section 7 of the Act on the Freight Transport Monitoring System, if the transport of goods covered by the monitoring system referred to in Art. 3 of the Act on the Freight Transport Monitoring System.
9. The **Carrier** has the right to refuse to accept the transport submission for execution without giving a reason or to propose a different completion date.

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10. The **Carrier** shall inform the Ordering Party about the refusal to accept the transport submission or its part within 4 days from the date of receipt of the transport submission.
11. The **Carrier** may implement transport restrictions in accordance with applicable law, including in particular total or partial suspension of transport, exclusion of certain types of shipments from transport, exclusion of the transport of shipments on particular transport routes or making transport dependent on meeting certain conditions. Detailed provisions regarding transport restrictions may also be included in transport contracts.

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▪ **§ 2 Updating the transport submission**

1. The Parties allow the possibility of making updates to the transferred transport submission, including:
  - correction of the deadline of execution of the transport submission;
  - correction of the parameters of the transport submission, to the extent consistent with the offer;
  - cancellation of the transport submission.
2. Correction of the transferred transport submission shall be reported to the **Carrier** immediately, but no later than on Thursday of the week preceding the date of service.
3. The acceptance of the transport submission update for execution takes place each time on the basis of written confirmation by the **Carrier**.
4. In the absence of technical or resource capabilities, the **Carrier** has the right to refuse to accept the update of the transport submission 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 e-mail to the following address:
  - regarding the transport, coal, steel, bulk materials: [industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com)
  - regarding logistics i automotive transports: [logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com)
  - regarding intermodal transports: [intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com)about any circumstances related to the loading, sending or unloading the shipment, limited access to the delivery-receiving or loading tracks, that may affect the planned date of the transport submission execution, including sending the shipment for transport.

## 4 Provision of wagons for loading

### ▪ § 3 Provision of wagons for loading

1. Wagons ordered for loading, the **Carrier** provides:
  - a. to the delivery-receiving point of siding or container terminal;
  - b. onto designated tracks in the station;
  - c. to other points not listed in point a. and b.
2. Provision of wagons on sidings, general use tracks and other, and collecting them from these tracks is carried out on the basis of hereby Regulations and documents that regulate technical issues in this regard (e.g. Technical Regulations for sidings or railway stations).
3. The fact of providing wagons is documented as follows:
  - a. basically, in the form of electronic data exchange;
  - b. alternatively, during the transitional period, based on paper documents, i.e. list of railway vehicles in the train set (R-7, Appendix No.6), delivery list (R-25, Appendix No. 7) and notification of wagons ready for collection (R-27, Appendix No. 8) or;
  - c. other mutually agreed method.
4. Regardless of the form of forwarding information, the **Carrier** provides a notification about the fact that wagons have been placed on a siding or left on a public track at the station, which should include the date and time of handover of the wagons. From the moment the **Carrier** forwards the information to the Customer, the calculation of the time of stay of the wagons at the Customer's disposal begins.
5. Any irregularities disclosed by the Recipient of wagons or the Carrier regarding wagons or shipment during handover should be documented and reported immediately in the form of electronic data exchange or in writing. It is suggested to supplement every time the written report of irregularities with photographic documentation.
6. If it is possible and the party reporting the irregularity can perform an on-site inspection in the presence of a witness, his name and surname shall be provided when forwarding the information.
7. The **Carrier** designates the following e-mail addresses for reporting irregularities:
  - regarding the transport, coal, steel, bulk materials: [industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com)
  - regarding logistics i automotive transports: [logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com)
  - regarding intermodal transports: [intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com)
  - regarding transport documents and transport monitoring: [rso@deutschebahn.com](mailto:rso@deutschebahn.com)
8. The **Carrier** and the Customer shall immediately, i.e. no later than before the start of loading operations, agree on further proceedings with the wagon. The lack of notification confirms the proper technical condition of wagons, i.e. no damage or lack of wagon parts at the time of receipt of the wagons by the Recipient.
9. The Sender or acting on his behalf the Loader of the shipment is obliged to check whether the provided wagon is of the appropriate type for a given transport, whether it is properly cleaned, and whether it has no visible defects, including those that could cause loss or damage to the shipment.
10. The wagon provided for loading is considered to have been properly cleaned if it does not contain any residues of other goods.
11. If the Sender does not confirm the date of loading presented by the Ordering Party in the transport submission, the **Carrier** has the right not to deliver wagons to the Sender. In such a case, the Ordering Party has no right to pursue claims for non-performance of transport.
12. The **Carrier** has the right to refuse to provide further wagons to the Sender in the event of:
  - when the Sender did not return the previously provided wagons;
  - accumulation of wagons at the Recipient's, including those waiting for acceptance by the Recipient despite the notification of readiness to hand over by the **Carrier**;
  - the occurrence of a threat of the obstacle or delay in transport and handing over.

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## 5 Weighing, marking, sealing and other activities related to loading wagons

### ▪ § 4 Loading operations

1. The Sender is obliged to load the goods and fasten them on the wagon according to:
  - a. 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 freight shipments;
  - d. the 'load card' approved by the **Carrier**;
  - e. other provisions specifying the conditions for the transport of the particular freights, in particular taking into account the requirements for uniform loading of wagons and not exceeding the permissible gross load per axle.
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 under special conditions with goods transported under general conditions, if they are prohibited to being loaded together.
3. To fasten the load on the wagon or to secure it against 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 the shipment cannot exceed the wagon load limit marked on the side walls. In the case of sending extraordinary shipments and when indicated on the load card, the weight of the shipment may decrease relative to the load limit.
5. Loading and securing shipments is the responsibility of the Sender.
6. The loading entity is responsible for all damages resulting from faulty loading and is obliged to repair this damage (in accordance with the relevant provisions, in particular in international communication in accordance with Art. 13 sec. 2 of the CIM, and in domestic transport in particular in accordance with Art. 72 of the Transport Law). If loading is performed by an entity other than the Sender, the Sender is responsible for the actions and omissions of such 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 load of the wagon axle on the rail on the transport route and indicates to the Sender the amount of weight that can be loaded into the wagon.
8. The **Carrier** shall not be responsible for snow cover or icing on wagons and unsecured shipments on them if it occurred during the transport. In such a case, snow removal and removal of ice, hail or 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 performance of loading operations and will allow for the assessment of the shipment's arrival in a complete and undamaged condition.
9. In the event of ordering transport service in wagons other than the **Carrier's**, the Ordering Party is obliged to ensure that the wagons provided by him or his subcontractors for international transport correspond, starting from:
  - a. on January 1, 2020, the requirements of the Federal Act on the reduction of noise 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 timetable in 2024, the requirements of Regulation (EU) No. 1304/2014 applicable to transports within/ through the European Union, provided that for transports performed within/ through Switzerland and Germany, they apply from the dates indicated in point a) and b) above, respectively, the provisions of the acts mentioned above in point a. or b.

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10. 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 sec. 9.
11. The use by the Ordering Party (or its subcontractor) of wagon(s) for international transport which does not ensure the compliance with the requirements of the provisions specified in sec. 9, 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** (or its subcontractor) resulting from the satisfaction of claims from third parties resulting from this infringement. If the stipulated contractual penalty does not cover the full damage caused by the Ordering Party, the **Carrier** may claim from the Ordering Party compensation exceeding the amount of the contractual penalty, on general terms.

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#### ▪ § 5 Weighing shipments

1. The mass of the shipment sent for transport is determined by the Sender and entered in the consignment note.
2. At the Sender's request, the mass of the shipment sent for transport may be determined by the **Carrier**, if the **Carrier** has appropriate means for this purpose.
3. If it is not possible to determine the mass of the shipment at the Sender's request, the **Carrier** shall notify the Sender of this fact.
4. The mass of the shipment determined by the **Carrier** at the Sender's request is the result of weighing performed on the scale. A weighing report is prepared for weighing, and the determined weight is the mass of the shipment.
5. For determining the mass of the shipment at the Sender's request, the **Carrier** charges a fee for providing the scale and for providing wagons to and from the weighing site.
6. If the Recipient requests to determine the mass of the shipment in accordance with Art. 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 delivering the wagon to and from the weighing site, if weighing was carried out at the destination station;
  - b. weighing and delivering the wagon to and from the weighing site and transport for the tariff distance corresponding to the actual transport route from the destination station to the weighing station and back.

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#### ▪ § 6 Marking of the freight shipment

1. Correct marking of the shipment is the responsibility of the Sender.
2. In domestic transport, freight shipments are not marked, with the exception of the transport of materials that require marking with labels under other railway or administrative regulations.
3. In the case of transport of dangerous goods, for the correct marking of the shipment with orange plates, warning stickers and other markings, in accordance with the provisions of RID or Appendix No. 2 to SMGS, the Sender responds.
4. In international transport, the requirement of using stickers depends on the 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 the shipment for a fee, if the shipments are not marked or marked incorrectly.

▪ **§ 7 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 complies with the Sender's declarations contained in the consignment note and whether the provisions concerning goods permitted for transport under special conditions have been applied.
2. The check is made in the presence of the Sender. The Sender should report to participate in checking the shipment:
  - a. within 1 hour from receipt of the summon, when the check takes place at the sending station;
  - b. within 24 hours from receipt of the summon, when the check takes place after the start of transport.
3. If it is not possible to summon the Sender or if the Sender will not appear within the determined period, the **Carrier** shall carry out a commission check in the presence of persons appointed by the **Carrier** to carry out this activity.
4. If the shipment does not correspond to the declarations included in the consignment note or the provisions regarding goods permitted for transport under special conditions have not been complied with, the **Carrier** summons the Sender to remove irregularities. In such a case, the Sender is charged with the costs of checking.
5. If, after being requested, the Sender does not remove irregularities, does not reload or correct the loading of the shipment in accordance with sec. 4 and 5, the **Carrier** independently performs the above-mentioned activities at the Sender's expense.
6. If there is a need to reload the shipment or correct its loading before accepting it for transport, the **Carrier** summons the Sender to perform the above-mentioned activities.
7. If there is a need to reload the shipment or correct the loading during the 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 summoned 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 he fails to appear at the place of shipment on time, the **Carrier** carries out 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 correcting the loading or reloading, regardless of who caused the need to perform the above-mentioned activities, unless they were the fault of the **Carrier**.
10. The Ordering Party is responsible for the actions of the Sender and the Receiver, even if he does not perform loading activities himself.
11. Detection of overloading of the shipment and the need to correct its loading may also happen while the train is running after detecting irregularities in the rolling stock by dSAT (detection of rolling stock emergency states) installed on the PKP PLK S.A. railway infrastructure. After detecting an emergency, the **Carrier** sends the protocol from the SID IT system, a service report confirming the failure and may be supplemented with photographic documentation. The Ordering Party will be charged with the costs of correcting the loading or reloading and additional costs incurred when removing irregularities (including shunting work, locomotive access and track occupancy fees).

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▪ **§ 8 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 are used to seal the wagons, which require clamping with a sealing tool 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 UTIs provided for in specific regulations regarding the transport of a given types of goods (when transporting dangerous goods



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- large warning stickers and orange identification plates must comply with the templates included in RID or Appendix No. 2 to the SMGS Agreement);
  - b. removing all stickers (except passage stickers) and seals as well as other security measures remaining from the previous transport;
  - c. attaching and removing the 'Clean' sticker and orange UTI plates if it has been cleaned 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 the shipment for a fee.

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▪ **§ 9 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 train set, 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 service agreed with the Recipient of wagons, but not earlier than the ordered delivery date.
3. If it is not possible to determine the date of hand over of the wagons, the time of handing over the wagons is considered to be the date of wagons provision at the delivery-receiving point agreed in the transport submission leaving them on a public track at the station in accordance with the Ordering Party guidelines.
4. The wagon's stay at the Ordering Party's disposal is suspended for the time in which the start of loading operations or the return of wagon was impossible due to the 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 wagons for collection.
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 specified in sec. 6, the actual hour of the train's departure from the railway station is considered as the time of the wagons announcement from disposal.
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 his disposal is counted until the cancellation.
10. The time of the 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 quantitative records of the time of the wagon's stay at the Ordering Party's disposal. Quantitative records of the wagons' stay 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 owner, after informing 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.

## 6 Sending the shipment for transport

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### ▪ § 10 Information about the shipment – shipment notification

1. Each time application the shipment is sent, the Sender is obliged to provide data about the shipment necessary to issue a consignment note to the **Carrier's** IT system.
2. The Sender may provide data about the shipment by:
  - 'Link2Rail' 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 data about the shipment shall take place no later than two hours before the planned transfer of the shipment for transport.
4. If it is not possible to provide data on the shipment to the **Carrier**, the Sender should immediately report this fact 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 about 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. The Loader may send the shipment on behalf of the Sender, but only if he is legally authorized by the Sender to perform such an action. In such a case, the Loader takes over all the obligations of the Sender specified in hereby Regulations to the extent to which it has been authorized 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. The fee for the service is not charged when the inability to enter data into the system was due to the **Carrier's** fault.
9. The Sender is solely responsible for the consequences of failure to provide, insufficient or incorrect data and documents referred to in hereby provision.

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### ▪ § 11 Sending shipment using Link2Rail application

1. The condition for using the 'Link2Rail' application is concluding the appropriate agreement with DB Cargo Polska S.A. for access to the system and setting up an access account.  
If the Ordering Party allows the possibility of sending the shipment by the Senders, he should apply for an access account for the 'Link2Rail' application for his Senders.
2. In order to correctly complete the data via 'Link2Rail' application (consignment note), the instructions for the CIM consignment note (GLV-CIM) must be followed.
3. After entering the shipment data into the system, this information is saved in the system and the consignment note is generated.
4. The shipment tracking number is assigned by the **Carrier**.

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### ▪ § 12 Issuing a consignment note

1. The basic document used in transport is the consignment note according to the CIM consignment note template.
2. The Sender has the option of issuing a consignment note by:
  - 'Link2Rail' internet application;
  - from its own IT system connected by electronic data exchange with the **Carrier's** systems.
3. 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.

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4. The Sender is responsible for the consequences resulting from the lack, insufficiency or incorrectness of the information and documents referred to in section 3.
5. The service may be performed using an electronic consignment note.
6. The **Carrier** does not accept the consignment notes:
  - a. prepared on forms that do not comply with the template or are 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**.
7. Indication of the Payer in the consignment note does not exclude the Ordering Party's responsibility towards the **Carrier** for the payment of all amounts due under the transport contract.
8. The consignment note may contain other information as specified in Art. 7 of CIM.
9. The Parties may include additional instructions in the consignment note they consider necessary.

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▪ **§ 13 Sending shipments as part of transports under SMGS**

1. In the case of transport under SMGS, the provisions of the Contract on International Rail Freight Transport - SMGS shall apply.

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▪ **§ 14 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 R-7 List of railway vehicles or the R-25 Delivery list or in another mutually agreed manner.
2. The shipment together with the transport documentation shall be handed over in time to allow 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 provisions;
  - c. lack of information in the documents enabling proper execution of transport;
  - d. improper loading of cargo for transport;
  - e. incorrect marking of cargo for transport;
  - f. extraordinary shipment not previously reported to the **Carrier**;
  - g. failure to receive a reference number from the Ordering Party, a document replacing the Notification and confirmation of receipt of the document replacing the Notification or the document referred to in Art. 3 sec. 7 of the Act on the Freight Transport Monitoring System, if the transport of goods covered by the monitoring system referred to in Art. 3 of the Act on the Freight Transport Monitoring System;
  - h. failure to receive a new reference number from the Ordering Party after the expiry of the SMGS deadline and the previous reference number, if the transport of goods covered by the monitoring system referred to in Art. 3 of the Act on the Freight Transport Monitoring System.
5. The **Carrier** informs the Customer/Sender about the refusal to accept the shipment for transport via electronic data exchange or in another mutually agreed manner.

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## 7 Transport of freight shipments

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### ▪ § 15 Deadlines for the transport of freight shipments

1. Shipments are accepted for transport and released in accordance with the Ordering Party's instructions.
2. The Ordering Party and the **Carrier** may agree in the contract or every time in the transport submission on the delivery date of the shipment, which may be included in the consignment note. The delivery period begins after the goods are accepted for transport by the **Carrier**.
3. The **Carrier** provides transport services on all days of the week. Delivery of shipments on public holidays takes place after making arrangements with the Recipient, taking into account the Ordering Party's instructions.
4. The delivery period is suspended on days when the Recipient cannot collect the shipment.
5. If there is no fault of to the **Carrier**, the shipment transport deadline is extended or suspended in the cases specified in Art. 49 of the Transport Law, in particular:
  - a. temporary lack of availability of infrastructure along the transport route;
  - b. change of the transport route without the fault of 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 accumulation of shipments at the Recipient's;
  - d. extraordinary situation.

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### ▪ § 16 Shipment monitoring and notification

1. The **Carrier** provides the 'Track & Trace' application that allows for a current view of the transport from the moment of departure of the train from the originating station to its delivery to the destination station.
2. The condition for using 'Track & Trace' is to conclude an appropriate contract or submit a declaration of acceptance of general conditions of use of this functionality 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 notification from specific control points. In such a case, a fee is charged for the notification service in accordance with the **Carrier's** Freight Tariff - Table No. 2 'Rates of additional fees'.
4. Information about the status of the submission can be obtained at any time from the Customer Service Office.

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### ▪ § 17 Obstacles to transport

1. In the event of obstacles to the transport of the shipment, including:
  - a. suspension of railway traffic as a result of floods, snowstorms, disasters;
  - b. uneven loading, exceeding the permissible wagon 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 collect the shipment, the Recipient's failure to collect the shipment despite the **Carrier** notification of readiness;
  - e. lack of capacity of the Recipient's terminal station or siding;
  - f. accumulation of shipments on the route or at the Recipient's;
  - g. other external factors dependent on the railway, the Sender, the Ordering Party and the Recipient.

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The **Carrier** asks the Sender/Ordering Party to provide instructions on the further course of 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 the information about the obstacle. In the absence of instructions from the Sender/Ordering Party, immediately or no later than within the deadline specified by the **Carrier**, the rights authorizing the Sender/Ordering Party at the **Carrier's** request, are also executed by the Recipient.
3. In the event of an obstacle to 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 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 transport, including in the event of force majeure, the Ordering Party, who, in accordance with the transport contract, is obliged to pay the transport fee and is also obliged to cover the **Carrier** with any additional costs, in particular those arising in connection with the delay in delivery of the shipment or change of its transport, including the costs of fees for parking the rolling stock (locomotives and wagons) and additional costs of using the railway infrastructure.

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

1. In the event of circumstances that make it impossible to provide the transport service using the original transport route (need to change the transport route), the **Carrier** informs the Ordering Party about this fact.
2. In the event of a change in the transport route of a shipment already accepted for transport, the **Carrier** may charge the freight charge for the actual transport route, unless the obstacles to transport are the **Carrier's** fault. The Ordering Party, after receiving the **Carrier's** information about the need to change the transport route, within the time specified by the **Carrier**, has the right to issue an order to change the transport contract, and the Ordering Party then covers the costs related to the introduced changes. If the Ordering Party's does not respond within the deadline, the **Carrier** will, if possible, change the transport route and charge the Ordering Party with additional costs.
3. If it is necessary to change the transport route for shipments that have not yet been accepted for transport, the Ordering Party is obliged to decide, within the deadline set by the **Carrier**, whether he accepts transport by the changed transport route and thus increased transport costs, or may resign from such transport. If the statement is not provided to the **Carrier** within the prescribed period, the **Carrier** has the right to withdraw from the transport contract regarding such shipment or shipments (transport cancellation), without any claims against the **Carrier**.

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## 8 Change in the conditions of the transport submission

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### ▪ § 19 Right to dispose of goods

1. The Sender has the right to dispose of the shipment and to change the transport contract by granting additional instructions to the transport order.
2. The Recipient has the right to change the transport contract if the Sender has not included a statement to the contrary in the consignment note.
3. The Sender's right to change 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 change 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 change the transport contract.
5. The Party ordering a change to the transport contract is obliged to inform the **Carrier** in writing about the change in transport conditions.
6. The Party ordering a change to the transport contract is obliged to pay all costs resulting from implementation of the change of the transport contract.
7. Implementation of changes the transport conditions must be feasible for the **Carrier**, including permitted, justified, and must not interfere the **Carrier's** normal operation. Any change in transport conditions must be confirmed to the **Carrier** by the Ordering Party.
8. If the **Carrier** is unable to amend the transport contract, he shall inform the Party that requested it.



## 9 Release of the shipment

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### ▪ § 20 Delivery and release of the shipment

1. The shipment is considered delivered upon delivery to the general use tracks or the delivery tracks of the Recipient's siding.
2. If transport is carried out using electronic data exchange, the **Carrier** electronically informs the Customer or the Recipient about the completion of the service.
3. 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 handed over to the Recipient by an authorized employee of the train team. In this case, the shipment is collected at the destination station by an authorized employee of the Recipient or another person authorized and indicated by the Sender or the Recipient, confirming this fact with a signature in field No. 61 of the original and assigned consignment note.
4. The **Carrier** may release the shipment to the Recipient only after completing all customs and administrative formalities.
5. If, before issuing the shipment, it turns out that:
  - a. there are no seals on the wagon or there are seals other than those at the originating station;
  - b. there are signs of tampering, loss, dumping or leakage of the goods;
  - c. a report on the conditions of the shipment has been prepared;The release 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 requesting a transport document presents a document confirming 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 calculation of fees for the wagon's stay at the Recipient's disposal.
8. In the case of 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 RID or Appendix No. 2 to the SMGS Contract.
9. After the delivery of a block train shipment to the Recipient, also if the shipment is incomplete at the time of releasing, i.e. one or more wagons included in the shipment are missing, the wagons remain at the Ordering Party's disposal, and the Recipient is obliged to immediately unload the wagons, as for each block train shipment. After unloading such wagons, the Recipient immediately returns 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 the remaining wagons included in the previously issued block train shipment to the Recipient, the Recipient collects them and then unloads them as in the case of other shipments of this type.

### ▪ § 21 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. upon a justified request of the entitled person.
2. The Recipient/ authorized person, after accepting the shipment without any reservations, may request a protocol to determine the condition of the shipment if he discovers a loss or damage that cannot be noticed from the outside, but no later than within 7 days from the date of receipt of the shipment, counting from 0:01 a.m. the day following the day of receiving the shipment.
3. Request to determine the shipment condition and to prepare the report referred to in sec. 2 shall be submitted in writing, by telephone (dispatching, Customer Service Office) or orally.

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4. Before proceeding to determine the condition of the shipment, written confirmation by the Recipient of the telephone or oral notification is required.
5. Protocol arrangements should be made in the presence of the authorized person, and if it is not possible to summon him or he fails to report within the time limit set for him, the **Carrier** makes arrangements by committee in the presence of persons appointed by him to perform this activity.
6. The Recipient/ authorized person signs the report only if he/she is present when the damage is discovered or assessed. If, despite participation in determining the condition of the shipment and preparing the report, the Recipient/ authorized person refuses to sign it, the **Carrier's** employee places a note in the place designated for the signature stating the fact and reason for the refusal.
7. The Recipient/ authorised person may request a protocol only in the event of partial loss or damage to the shipment. However, he is not entitled to request the preparation of the protocol in the event of a complete absence of the shipment or loss in mass that does not exceed the standard for natural losses specified in section 13.
8. If evident signs of cargo tempering, in particular theft, are found on the wagons, the **Carrier's** representative and the Recipient direct the wagons for control weighing. Then they prepare and sign an appropriate protocol in two copies, which is the only basis for a quantitative complaint.
9. The **Carrier** has the right to request additional information from the Recipient, including: photographic documentation and, on this basis, may decide to prepare a protocol without personal participation in the commission weighing of the shipment.
10. The amount of loss is the difference between the mass of the load declared by the Sender in the consignment note (or in the attachment to the consignment note) and the actual mass ascertained during the control reweighing at the Recipient's. The loss does not constitute natural changes in the mass of the load during transport, as defined in section 13.
11. If there are no evident signs of cargo tampering and, after control weighing, the Recipient finds tonnage shortages in the entire delivery - underloading the wagons, the protocol initialled by the **Carrier's** representative is the basis for a complaint to the Sender. The loss protocol should include the following annotation: 'No signs of shipment tempering were found'.
12. With regard to shipments that loss mass due to their properties, the **Carrier** is responsible only for the part of the loss that exceeds the standards for natural losses specified in section 13, unless the damage did not result from reasons justifying the application of permissible standards of natural loss.
13. The standards for natural losses are for:

No.	Article name	Place of the loss	Amount of loss (% mass)
1.	Industrial potatoes	Uncovered wagon	1.20
2.	Sugar beets	Uncovered wagon	0.60
3.	Chemical fertilizers	Covered wagon, uncovered, covered up	1.00
4.	Solid fuels: 1) hard coal 2) lignite 3) briquettes 4) coke, semi-coke	Uncovered wagon	1.50
5.	Liquid fuels and other liquid petroleum products	Tank wagon	0.50
6.	Iron ore	Uncovered wagon	0.50
7.	Copper concentrate	Uncovered wagon	0.20
8.	Zinc-lead concentrate, manganese ore	Uncovered wagon	1.00
9.	Cement	Tank wagon	0.20
10.	Lime	Tank wagon, limestone wagon	0.50

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14. For other transported articles not specified in section 13, which due to their properties lose mass, the norm of loss can be agreed individually with the Ordering Party.
15. Loss standards referred to in section 13 are binding unless the transport contract specifies another standard binding on the Parties to the contract.

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▪ **§ 22 Obstacles in release of the shipment**

1. In the event of an obstacle in the shipment release, including in particular failure to collect it by the Recipient despite the **Carrier's** notification of readiness to release, the **Carrier** notifies the Sender of this fact, asking him for instructions on further proceedings. The Sender is obliged to provide instructions to the **Carrier** immediately, but no later than the date set by the **Carrier**.
2. If the Sender does not provide instructions on further proceedings with the shipment, the **Carrier** has the rights referred to in Art. 58 of the Transport Law Act.
3. If the obstacle in releasing of the shipment has ceased before the receipt of instructions from the Sender, the **Carrier** releases the shipment to the Recipient and informs the Sender about this fact.
4. The **Carrier** has the right to reimbursement of costs incurred due to obstacles in releasing as a result of:
  - a. instructions request;
  - b. perform the instructions given;
  - c. when the requested instructions did not arrive or were received after the deadline;
  - d. parking of rolling stock (locomotives and wagons) on this account, including all costs and lost profits due to the inability to use the rolling stock to perform other transport.

## 10 Return of the wagons

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### ▪ § 23 Collecting wagons from siding / general use tracks

1. The Recipient of the wagons notifies the **Carrier** about the readiness of the wagons for collection by means of electronic data exchange, and if it is not possible, by telephone to the **Carrier's** dispatcher and Customer Service Office, obligatorily providing the time 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. The announcement should be made in the number of wagons that was delivered against the consignment note and that is suitable for the consignment note.
3. If a paper form is used, simultaneously with the handover of the wagons at the delivery-receiving point, the wagons Recipient is obliged to deliver to the **Carrier's** representative the R-7 List of railway vehicles or the R-27 Notification of wagons ready for collection.
4. If possible, the **Carrier's** Representative and the Wagons Recipient jointly inspect the wagons on the delivery-receiving tracks. These inspections should be carried out by both parties, if possible. The **Carrier** confirms the receipt of the wagons on the Announcement of wagons ready to be collected or on the List of railway vehicles in the trainset R-7 or Notification of wagons ready to be collected R-27, which are prepared every time at least in min. 2 copies, in order to identify the duration of the wagons' stay at the Customer's disposal and to detect any damage to the wagons. If the representative of the Wagons Recipient is not present, the **Carrier** conducts the inspection himself and immediately informs the Wagons Recipient of any irregularities electronically, attaching photographic documentation.
5. Any irregularities detected during the inspection upon the receipt of wagons are recorded by the **Carrier's** representative in all copies of the R-7 Notification of wagons ready for collection, the R-27 Notification or other document indicated by the **Carrier** via electronic data exchange or in a paper version about the wagons ready for collection, entering the date and the time their transfer.
6. If the transport is carried out solely on the basis of electronic data exchange, if any irregularities are found during the receipt of the wagons, the **Carrier** informs the Wagons Recipient of this fact in writing (electronically), supplementing the notification, if possible, with photographic documentation. In this case the Wagons Recipient has the right to immediately verify the reported irregularities on the ground, but it is not necessary to use the R-7 and R-27 forms. The Wagons Recipient has 7 calendar days from the date of receipt of the notification to present his position with any evidence to support it. The lack of response within this period of time results in the presumption that the revealed damages occurred while the wagons were at his disposal.
7. Information exchange only in electronic form between the **Carrier** and the Wagons Recipient is sufficient to report damage and claim coverage for the costs of repair of wagons.

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

1. The Recipient is responsible for proper unloading.
2. The Recipient is obliged to return the wagon clean after unloading operations, enabling its reloading and sending on the route.
3. In particular, the wagon should:
  - a. be thoroughly and completely cleaned of all remnants of recently transported goods and have properly closed doors, safety flaps, etc., have fixed parts of the wagon installed and couplers suspended, as well as removed stickers (except transition stickers); tank wagons should have closed top hatches and drain valves;
  - b. have removed nails, hooks, clamps and other fastening devices remaining after transport;

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- c. if the wagons are equipped with stanchions, they should be installed and secured on the wagons in the basic - vertical position, unless the **Carrier** accepted a deviation, e.g. due to cargo loading requiring their removal or submission on the basis of the UIC cargo card;
  - d. be in a non-deteriorated technical condition.
4. In the event of failure to comply with the obligations specified in sec. 2 and 3, wagons are considered not ready for collection.
  5. In the event of failure to comply with the obligations specified in sec. 2 and 3, as well as in the event of confirmed fact of damage to a wagon, the **Carrier's** employee records it electronically or in writing in the R-27 Notification of wagons ready for collection or the R-7 List of railway vehicles in the train set, as well as in the DBw-3 Protocol on detection damages or deficiencies in the wagon - Appendix No. 5. Damages can be documented using various methods of incident registration, in particular by taking photos of the damage and the damaged wagon.
  6. If the **Carrier** finds any damage to the wagons during their receipt after loading or unloading operations, if these damages have not been reported in advance by the Wagons Recipient, before the commencement of these activities, it is presumed that the revealed damages to the wagons occurred while these activities were being performed.
  7. It is recommended that the Sender/ Recipient or an authorized representative confirmed the fact of damage to the wagon in any form, e.g. electronically in the application, via e-mail, in traditional written form or in another form. Material of evidence may also include the signature or name and surname of a witness, even if not related to the transport, who can confirm the finding of damage and possibly other related circumstances. If the Sender or the Recipient refuses to confirm the damage, sending by the **Carrier** detailed information about the damage to the wagon is considered the basis for pursuing claims, taking into account the other party's right to present a different position.
  8. If a wagon is found to be 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. If a wagon is found to be returned with stanchions lying down, missing or inadequately secured, the **Carrier** may take back the wagons and supplement them, repair them or improve their arrangement, charging the Recipient with the costs according to an individual calculation.
  10. The Sender/ Recipient may repair the damaged wagon with the consent of the **Carrier**.
  11. The Sender/ Recipient who damaged the wagon is obliged in accordance with Art. 73 of the Transport Law and on the general principles specified in the Civil Code to repair the damage caused to the **Carrier**.

Compensation in this case includes in particular: transport costs of the wagon for repair, repair costs and lost profits by the **Carrier**, which he could have obtained if the damage had not occurred. The amount of compensation is determined individually.

12. In the case of transfer of wagons loaded with dangerous goods or empty wagons that have not been cleaned after dangerous goods, the provisions of the RID Regulations apply, in particular Section 1.4.
13. The Ordering Party or an entity authorized by him is obliged to immediately notify the **Carrier** in the form of electronic data exchange and by telephone about every 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 derailment of the **Carrier's** rolling stock, even if it was not damaged, as well as damage to the siding track or other railway equipment.

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#### ▪ § 25 Washing and disinfection of the wagon

1. After the transport of goods marked with the appropriate symbols specified in the NHM, every wagon should be washed or disinfected.
2. The fact of returning an unwashed and undisinfected wagon is recorded by the **Carrier's** employee using electronic data exchange or recorded on the R-27 Notification of wagons ready for collection

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or the R-7 List of railway vehicles in the train set. Electronic data exchange in the field of transmitting information about irregularities is preferred.

3. For an unwashed or undisinfected wagon will be charged a fee specified in the Freight Tariff.
4. Wagons intended permanently 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 subject to washing and disinfection.

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▪ **§ 26 Determining the time of wagon belonging to DBC PL stay at the disposal of the Ordering Party under unloading operations**

1. The **Carrier** records separately for each train set, group or 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 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 is considered to 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 is suspended for the time in which the start of loading operations or the return of the wagon was impossible due to reasons attributable to the **Carrier**.
5. At the request of the Ordering Party, for a siding that is not operating in continuous traffic, the time of the wagon's stay at his 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/ sorting 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 are ready 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 the 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 is considered as the time when the wagons are announced from the disposal.
10. If the wagon is used in a double loading operation, the time 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 its delivery, time the wagon's stay at his 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 are 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 records 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 recording 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 the Recipient due to the fault of the siding owner, 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 of receivables and complains

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### ▪ § 27 Settlement of performed services

1. The **Carrier** is entitled to issue an invoice for transport services with the time the service is performed.
2. An invoice for the settlement of performed services will be sent in manner agreed by the parties. In order to issue and send invoices in electronic form, it is necessary to sign the Agreement on issuance and sending of VAT invoices in electronic form.
3. The date of service performance is the date of delivery of the shipment to the destination station.
4. The settlement of the service is based on the data transferred to the Carrier's IT system and the concluded transport contract.
5. In the event of absence of appropriate arrangements in the contract as to the method of settlement, the mass of the shipment specified in the consignment note is considered as the mass of the shipment.
6. If a wagon is excluded from 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. Exclusion of 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 part of it is considered lost.
7. In the case of additional services or services not specified in the transport contract, including transport routes, the **Carrier's** Freight Tariff shall apply.

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### ▪ § 28 Method of submitting and considering complaints

1. Complaints regarding compensation for the loss, decrement or damage to a shipment of goods and compensation for damage resulting from 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 following addresses:
  - a. regarding transport, coal, steel, bulk materials: [industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com)
  - b. regarding logistics and automotive transports: [logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com)
  - c. regarding intermodal transports: [intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com)
  - d. regarding transport documents and transport monitoring: [rso@deutschebahn.com](mailto:rso@deutschebahn.com)
  - e. If the complaint concerns an invoice issued to the email address: [reklamacje@deutschebahn.com](mailto:reklamacje@deutschebahn.com)
2. The day of receipt of the complaint letter or electronic information by the **Carrier** is deemed to be the day of submitting the complaint.
3. The conditions for submitting and detailed procedure for handling complaints are regulated by the provisions of the Regulation of the Minister of Transport and Construction of February 24, 2006 regarding determining the condition of shipments and complaint proceedings (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 specified in the invoice on time and in full amount.

## 12 Specific provisions

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### ▪ § 29 Extraordinary shipments

1. The conditions for the 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 for transport shipments which transport, according to the **Carrier's** assessment, causes particular difficulties due to:
  - a. shape, dimensions, mass or other characteristics;
  - b. method of loading, arrangement and fastening on the wagon;
  - c. the need to use special transport technology.
3. The **Carrier** accepts extraordinary shipments for transport as far as technical and operational possibilities are possible.
4. The Sender is obliged to load and deliver the extraordinary shipment for transport, taking into account the requirements specified by the **Carrier**.
5. Before accepting an extraordinary shipment for transport, the **Carrier** checks in the presence of the Sender whether the requirements are met, in particular:
  - a. correctness of placing 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 marking the shipment and marking its location on the wagon.
6. The procedure regarding the method for notifying about the intention to transport shipments, technical and operational conditions of transport, acceptance of the shipment for transport is specified in the Transport Instruction for Extraordinary Shipments DBH-1.

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### ▪ § 30 Supervised shipments

1. The Sender is obliged to ensure supervision of the following shipments:
  - a. items requiring special thermal conditions;
  - b. radioactive materials of class 7 RID and Appendix No. 2 to 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.
3. Statement on the declaration of protection - surname and first name, as well as the identity document number, is 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 the arrangements made with the **Carrier**.
5. Security guards should have all the necessary permissions to move around the railway area and permission to enter the locomotive - issued by the **Carrier**.

▪ **§ 31 Waste transport**

1. The transport of waste takes place in accordance with the principles and conditions set out in the Waste Act of December 14, 2012 (consolidated text: Journal of Laws of 2023, item 1587, as amended) and in the implementing regulations to this Act.
2. International waste turnover is based on the Act of June, 29, 2007 on international transport of waste (consolidated text: Journal of Laws of 2020, item 1792, as amended) and in the implementing regulations to this Act.
3. Waste means any substance or object which the holder disposes of, intends to dispose of, or is obliged to dispose of. Waste is divided into:
  - a. dangerous waste;
  - b. non-dangerous waste.
4. The waste catalogue is specified in the current regulation of the minister responsible for climate matters issued on the basis of the Waste Act. Waste marked with an asterisk "\*" next to the waste type code constitutes dangerous waste, the transport of which is treated equally as the transport of dangerous goods.
5. The principles of handling waste during the transport process should ensure:
  - a. protection of human life and health;
  - b. environment protection;
  - c. preventing the negative impact of waste on the environment.
6. The transport of dangerous waste is carried out in compliance with the regulations applicable to the transport of dangerous goods.
7. The Ordering Party (waste holder) ordering the service of waste transport is the waste producer or the person conducting business in the field of waste collection, recycling or disposal.
8. After receiving information about the method of waste transport from the **Carrier's** Customer Service Office, i.e. type of wagons/ container and wagon numbers, the Sender is obliged to enter these data on the BDO platform, activating the waste management.
9. The Sender generates a waste transfer card at least 24 hours before the start of transport and forwards it to the Customer Service Office.
10. The Ordering Party (waste holder) shall attach a completed waste transfer card to the consignment note.
11. If 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' is used, completed and submitted at the last shipment in a 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 of 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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▪ **§ 32 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 whose property is 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 sec. 1 above, the **Carrier** has suffered damage or a third party's claim has arisen against the **Carrier** due to a contract concluded with a third party, a tort or responsibility incurred on another basis, the Sender is obliged to reimburse the costs and expenses incurred by the **Carrier**, in particular including

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contractual penalties, administrative penalties, damages, fees and any other amounts paid to a third party 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 sec. 1 The Sender will pay the Carrier a contractual penalty in the amount of PLN 10,000 (in words: ten thousand PLN). The Carrier may claim additional compensation exceeding the amount of the stipulated contractual penalty on general principles arising 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), as well as Appendix No. 2 to the SMGS Agreement, apply.
6. The Sender is obliged to send for transport dangerous goods, the transport of which by rail is not prohibited.
7. Prior to assigning dangerous goods of class 1 (explosives) or class 7 (radioactive materials) for transport, due to the possibility of being obliged to have or obtain additional permits resulting from e.g. the Atomic Law, the Sender/ Customer is obliged to agree with the **Carrier** on the possibility of carrying out this transport.
8. For tank wagons, tank containers or portable tanks for the transport of refrigerated liquefied gases, the Sender shall include the date of the actual maintenance time in the transport document, in accordance with the requirements of RID regulations/ Appendix No. 2 to SMGS.
9. For the transport of refrigerated liquefied gases referred to in section 8, the Sender/ Customer is obliged to agree on the date of transport with DBC PL due to the closing time of the safety valve guaranteed by the Sender in accordance with 5.4.1.2.2. d) RID/ App. No. 2 to SMGS.

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▪ **§ 33 Sensitive goods transport**

1. The transport of sensitive goods is carried out in compliance with the principles and conditions specified in the Act on the Freight Transport Monitoring System and in the implementing regulations to this Act.
2. Sensitive goods are understood as goods covered by the monitoring system referred to in Art. 3 of the Act on the Freight Transport Monitoring System, classified into one item of the Combined Nomenclature referred to in Art. 3 sec. 1 of the Act of December 6, 2008 on excise duty (consolidated text: Journal of Laws of 2023, item 1542, as amended).
3. The specification of the main groups of sensitive goods subject to reporting to the PUESC system is included in the Act on the Freight Transport Monitoring System.
4. The rules of proceeding with sensitive goods during transport shall protect the interests of all parties involved in the transport of sensitive goods, 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** with the reference number and key or a document replacing the Notification and confirmation of receipt of the document replacing the Notification or a document confirming the storage transfer for sensitive goods transported, through which the **Carrier** will be able to supplement and update the data covered by the monitoring within its scope in the PUESC system. All Notification should be sent to [sent@deutschebahn.com](mailto:sent@deutschebahn.com)
6. The **Carrier** providing the service of transporting sensitive goods is obliged to complete 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 Notification and confirmation of receipt of the document replacing the Notification or a document confirming the storage transfer for sensitive goods transported, to the extent determined for the **Carrier** in the situations referred to in the Act on the Freight Transport Monitoring System.

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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 Freight Transport Monitoring System, unless a given case of the transit of sensitive goods is excluded from obligation to monitor by exclusion specified in the Act on the Freight Transport Monitoring System.
8. Failure to perform the obligations referred to in sec. 5 or sec. 6 may constitute the basis for refusal to conclude a transport contract, refusal to accept a transport order for execution or refusal 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 wagons demurrage, 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, the Ordering Party may be charged with the costs of demurrage of the entire train despite the lack of the Ordering Party's fault.
10. If, as a result of non-performance or improper performance by the Ordering Party of the obligation referred to in hereby section, the **Carrier** suffered damage or a third party's claims arose against the **Carrier** due to a contract concluded with a third party, tort or responsibility incurred on another basis, the Ordering Party is obliged to reimburse the costs and expenses incurred by the **Carrier**, including in particular contractual penalties, administrative penalties, compensation, fees and any other amounts paid to a third party and public administration bodies, as well as the costs of satisfying third party claims (including court fees and other legal expenses).

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#### ▪ § 34 Responsibility of the transport contract parties

1. The **Carrier** is responsible for the loss, partial loss or damage of the shipment occurring from its acceptance for transport until its release and for delays in the transport 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 (consolidated text: Journal of Laws of 2020, item 8, as amended). The **Carrier** is also responsible for the loss of the shipment in accordance with the principles set out in § 21 of hereby Regulations.
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 regardless of the will of the parties and which the party will not be able to prevent by applying due diligence, thus completely or partially preventing the fulfilment of the contractual obligations, such as fire, flood, earthquake, legal strike, war, mobilization, enemy warfare, requisition, embargo or orders of the authorities, operational difficulties caused by the managers of the railway lines on which the transport takes place. Lack of manpower, materials and raw materials is not considered to be force majeure, unless it is caused by force majeure.
3. The Ordering Party ensures and 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 indicated in § 3 sec. 1 until the **Carrier** actually removes the wagons from the siding or general use tracks.
4. The Ordering Party is responsible for the technical condition of wagons (damage or missing wagon parts) from the moment they are delivered to the place indicated in § 3 sec. 1 until the **Carrier** actually collects the wagons from the siding or general use tracks, after their announcement and for damages caused to third parties. In the event of damages to 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 the rolling stock.



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5. The Ordering Party is responsible for failure to provide the **Carrier** with the reference number, the document replacing the Notification and confirmation of receipt of the document replacing the Notification or the document referred to in Art. 3 sec. 7 of the Act on the Freight Transport Monitoring System or the provision of the above-mentioned documents that are inconsistent with the facts, even though the obligation to provide the above-mentioned documents results from the Act on the Freight Transport Monitoring System.
6. The Ordering Party is responsible for failure to complete or update the data contained in the Notification or for supplementing or updating that is inconsistent with the actual situation, even though the obligation to complete the Notification, supplement or update results from the Act on the Freight Transport Monitoring System.
7. The Ordering Party is responsible for the Notification inconsistent with the actual situation, even though the obligation to the Notification results from the Act on the Freight Transport Monitoring System.
8. The Ordering Party is responsible for the consequences of finding that the goods do not correspond to the type, quantity, weight or volume to the goods indicated in the Notification.
9. The Ordering Party is responsible for removing, guarding and storage the means of transport or goods in a designated place and the fees referred to in Art. 17 of the Act on the Freight Transport Monitoring System.

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#### ▪ § 35 Transport in the Customer's wagons

1. The Ordering Party is obliged to ensure that the wagons provided by him or his subcontractors for national and international transport are in a condition that allows for their safe usage, with the subject to any restrictions on use.
2. The Ordering Party or his subcontractor is obliged to document a tany time, at the request of the **Carrier**, the fulfillment of the requirements specified in sec. 1, in accordance with the relevant provisions, in particular Commission Implementing Regulation (EU) 2019/779 of May 16, 2019 establishing detailed provisions regarding the certification system of entities in charge of vehicle maintenance in accordance with Directive (UE) 2016/798 of the European Parliament and of the Council and repealing Commission Regulation (UE) No. 445/2011 (OJ EU L 139 I of May 27, 2019, p. 360, as amended).
3. Before starting transport in private wagons, the Customer shall provide basic data (Master Data) of the wagons that will be used for transport, i.e.: BASIC DATA - wagon number, type, number of axles, tare [t], length with bumpers [m], V max [km/h] (for loaded), V max [km/h] (for empty), Owner / User, date of the last revision, next revision in: [number of months]; LOAD LIMIT; BRAKE DATA - type of brake inserts (pads), braking force of the main brake, type of brake with shifting mass [t], type of self-weighting brake, braking force parking [t], braking force parking brake [kN]. The above requirement does not apply to wagons whose owners participate in electronic data exchange via GCU Broker and maintain the proper quality and completeness of these data.

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#### ▪ § 36 Final provisions

1. These Regulations apply from January 1, 2025.
2. With regard to international transport, the provisions of this Regulations apply only when applicable provisions and international contracts do not provide otherwise.

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### 13 Appendices:

No.	Appendix
1	Transport order
2	Transport submission
3	Template of the consignment note
4	Announcement of wagons after loading operations
5	DBw-3 Protocol on detection damages or deficiencies in the wagon
6	R-7 List of railway vehicles in the train set
7	R-25 Delivery list
8	R-27 Notification of wagons ready for collection

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**1. Transport order**



**Cargo**

**Transport order**

Transport order										
<b>Ordering Party (Principal) / Payer:</b>										
Company name			VAT No.			Phone				
Address			Registration No.			Fax				
Contact person			Phone			E-mail				
According to the offer			From							
Please be informed that we accept detailed conditions for execution transport of goods specified in the a/m offer and the Freight Transport Regulations, and we order transport service for the following relation										
<b>Sender</b>					<b>Recipient</b>					
Name					Name					
Address					Address					
<b>Acceptance point</b>					<b>Delivery point (destination)</b>					
Station					Station					
Siding					Siding					
Country		<b>Border crossing:</b>			<b>Foreign carrier</b>					
Goods					<b>NHM</b>					
Goods come under RID regulations		YES <input type="checkbox"/>	NO <input type="checkbox"/>		RID No.			UN No.		
Goods come under the Act on the Freight Transport Monitoring System		YES <input type="checkbox"/>	NO <input type="checkbox"/>		Items in accordance with the Combined Nomenclature					
Authorization No. entitling the trade of medicinal products										
The name of the body issuing the permit authorizing the sale of medicinal products										
<b>The delivered service is GMP+ FSA secured</b>					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<b>IDTF</b>			
<b>Fodder certification system at the delivery point</b>					<input type="checkbox"/> GMP+FSA	<input type="checkbox"/> EFISC	<input type="checkbox"/> QS	<input type="checkbox"/> PASTUS+	<input type="checkbox"/> FAMIQS	<input type="checkbox"/> FCA
<b>Number of wagons [pcs]</b>		<b>Wagon type</b>		<b>Transport in wagons</b>				<b>Net mass of a single shipment [ton]</b>		
				Carrier <input type="checkbox"/>		Customer <input type="checkbox"/>				
				Carrier <input type="checkbox"/>		Customer <input type="checkbox"/>				
<b>Date of service</b>										
1. For transport carried out in DB Cargo Polska wagons, please select the provision and acceptance Date										
2. The delivery Date is binding for the Carrier only if the delivery date is included in the offer.										
3. If more than 4 transports, please enter them further in the table on page 2.										
No.	Date of wagons <b>provision</b> to <b>Sender</b> <sup>1</sup>			Date of <b>sending</b> the cargo from <b>Sender</b> <sup>1</sup>			Date of the cargo <b>delivery</b> to <b>Recipient</b> <sup>2</sup>			
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"/>			
..... Signature of a person authorized by the Ordering Party										

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## 2. Transport submission

<b>NADAWCA</b>						
<b>STACJA NADANIA</b>						
<b>NUMER STACJI NADANIA</b>						
<b>ODBIORCA</b>						
<b>MIEJSCE OBIORU</b>						
<b>STACJA ODBIORU</b>						
<b>NUMER STACJI ODBIORU</b>						
<b>UMOWA TRANSPORTOWA</b>						
<b>RODZAJ TOWARU</b>						
<b>POZYCJA ZGODNIE Z NOMENKLATURĄ SCALONĄ</b>						
<b>NUMER ZEZWOLENIA ALBO POZWOLENIA UPRAWNIAJĄCEGO DO OBROTU PRODUKTAMI LECZNICZYMI</b>						
<b>NAZWA ORGANU WYDAJĄCEGO ZEZWOLENIE ALBO POZWOLENIE UPRAWNIAJĄCE DO OBROTU PRODUKTAMI LECZNICZYMI</b>						
<b>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</b>						
<b>PRZEWOŹNIK</b>						
<b>TYP WAGONU</b>						
<b>DZIEŃ</b>	<b>TONAŻ</b>	<b>il. wagonów</b>	<b>il. pociągów</b>	<b>TONAŻ</b>	<b>il. wagonów</b>	<b>il. pociągów</b>

Hereby Freight Transport Regulations has been translated into English for information purposes only In the event of any discrepancies in the translation, the Polish language version shall prevail

### 3. Template of the consignment note

Remarque: toute clause contraire au transport des marchandises est nulle aux Régles uniformes CIM. Sont en outre applicables les conditions générales de transport de l'expéditeur. Die Befreiung von Gütern unterliegt auch bei einer gegenüberigen Anrechnung bei Unfallschaden Besondere Vorschriften CIM. Accidents de mer sont de l'application des conditions générales de l'expéditeur.		<b>Lettre de voiture CIM</b> <input checked="" type="checkbox"/> <b>Frachtbrief CIM</b>		<b>Lettre wagon CUV</b> <input type="checkbox"/> <b>Wagenbrief CUV</b>		48	49	50	51				
Expéditeur (nom, adresse) – Absender (Name, Anschrift) Signature – Unterschrift N° TUA / MWGL-Nr.		Déclaration de l'expéditeur – Erklärungen des Absenders		Références expéditeur – Absender Referenz									
Destinataire (nom, adresse, pays) – Empfänger (Name, Anschrift, Land) Signature – Unterschrift N° TUA / MWGL-Nr.		Adresse – Adressen											
Lieu de livraison – Ablieferungsort Gare – Bahnhof		Ortes en charge – Übernahme Lieu – Ort		Wagon N° – Wagen Nr.		Parcours – Strecke par – durch							
Conditions commerciales – Kommerzielle Bedingungen		Paiement des frais – Zahlung der Kosten <input checked="" type="checkbox"/> Franco de port – Franko Fracht <input type="checkbox"/> Incoterms											
Informations pour le destinataire – Vermerke für den Empfänger		Designation de la marchandise – Bezeichnung der Güter		Transport exceptionnel – Aussergewöhnliche Sendung oui ja <input type="checkbox"/>		RID <input type="checkbox"/>		N°/M Code		Masse		Déclaration de valeur – Wert der Güter Mois	
		Indications douanières – Zollamtliche Vermerke								Intérêt à la livraison – Interesse an der Lieferung Mois		Remboursement – Nachnahme Mois	
										Vérification – Überprüfung par – durch			
A B C													
Déclaration du transporteur – Erklärungen des Beförderers		Autres transporteurs – Andere Beförderer Nom, adresse – Name, Anschrift		Parcours – Strecke								Qualité – Eigenschaft	
a) Transporteur contractuel – Vertraglicher Beförderer Signature – Unterschrift		Date d'arrivée – Ankunftsdatum Arrivée N° – Empfangs-Nr.		Mise à disposition – Bereitgestellt Mois – Jahr – Monat – Tag – Stunde		Délivrance au destinataire – Empfangsüberreichung		Identifications de l'envoi – Sendungs-Identifikation Pays – Land Gare – Bahnhof Entreprise – Unternehmen Exp. N° – Versand-Nr.					
b) Procédure simplifiée de transit ferroviaire – Vereinfachtes Eisenbahnverkehrsverfahren Code principal obligé – Code Hauptverpflichteter		Original		Date, signature – Datum, Unterschrift						Lieu et date d'établissement – Ort und Datum der Ausstellung			

#### 4. Announcement of wagons after loading operations

### (Raport z Nadania – Rozładunku)

W .....  
(nazwa punktu za/wyładunkowego)

Przewoźnik <b>DB Cargo Polska S.A.</b>	
Data i godzina przekazania <b>przez</b> Przewoźnika do Klienta wagonów pod czynności ładunkowe	
Ilość przekazanych wagonów pod czynności ładunkowe:	
Data i godzina przekazania wagonów spod czynności ładunkowych <b>do</b> 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	

Please send the completed form electronically to the addresses specified in the transport contract:

[dyspozytor.przewozow1.PL@deutschebahn.com](mailto:dyspozytor.przewozow1.PL@deutschebahn.com)

[dyspozytor.przewozow2.PL@deutschebahn.com](mailto:dyspozytor.przewozow2.PL@deutschebahn.com)

[dyspozytor.przewozow5.PL@deutschebahn.com](mailto:dyspozytor.przewozow5.PL@deutschebahn.com)

[dyspozytor.przewozow6.PL@deutschebahn.com](mailto:dyspozytor.przewozow6.PL@deutschebahn.com)

[dyspozytor.przewozow7.PL@deutschebahn.com](mailto:dyspozytor.przewozow7.PL@deutschebahn.com)

[dyspozytor.koordinator.PL@deutschebahn.com](mailto:dyspozytor.koordinator.PL@deutschebahn.com)

[koordinator.international@deutschebahn.com](mailto:koordinator.international@deutschebahn.com)

[industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com)


[intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com)

[logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com)

The document constitutes the basis for the **Carrier** to calculate a fee for leaving wagons at the Customer's disposal. If the document is not delivered to the **Carrier**, the time of the wagons stay at the Customer's disposal will be considered the period from the delivery of the wagons to PZO until the **Carrier** physically collects the wagons from PZO.



**5. DBw-3 Protocol on detection damages or deficiencies in the wagon**

 <b>PROTOKÓŁ O STWIERDZENIU USZKODZENIA LUB BRAKÓW NA WAGONIE, WYNIKŁYCH PODCZAS CZYNNOŚCI ZAŁADUNKOWO-ROZŁADUNKOWYCH</b>												
Dnia ..... o godzinie .....												
podczas przyjęcia przez DB Cargo Polska S.A. wagonów w punkcie zdawczo-odbiorczym na stacji / boczniczy*, u klienta:												
.....												
.....												
nazwa stacji / boczniczy oraz klienta ewentualnie przekazującego wagony												
relacja pociągu .....												
ujawniono wagon o numerze												
<table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>												
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:												
Nazwisko oraz podpis przedstawiciela DB Cargo Polska S.A.	Nazwisko oraz podpis przedstawiciela klienta/ boczniczy											
Nr telefonu .....	Nr telefonu .....											
* niepotrzebne skreślić												

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



DB Cargo Polska S.A.  
41-800 Zabrze, ul. Wolności 337  
tel.: 32 271 44 41 do 49, fax: 32 271 50 74

**WYKAZ POJAZDÓW KOLEJOWYCH W SKŁADZIE POCIĄGU**

	Potwierdzenie odbioru pojazdów zgodnie z wykazem na:					
	stacji początkowej	stacjach pośrednich			stacji końcowej	
	1	2	3	4	5	6
<b>Numer pociągu</b>						
wyprawionego dnia						
ze stacji						
do stacji						
<b>Kierownik pociągu</b>						
jednostka macierzysta						
ze stacji						
do stacji						
<b>Maszynista pociągu</b>						
jednostka macierzysta						
ze stacji						
do stacji						
<b>Odprawiający</b>						

Lp.	Identyfikator pojazdu kolejowego *)					Stacja				Numer węzła	Uwagi (w tym informacje o pojazdach przewożących materiały niebezpieczne wg klasyfikacji RID)		
	numer inwentarzowy pojazdu	literowy:		cyfrowy eksploatującego pojazdu kolejowego	Długość pojazdu kolejowego (m)	Masa ładunku (t)	Masa własna pojazdu (M)	Masa hamująca rzeczywisła (M)	Stacja				
		państwa rejestracji	eksploatującego pojazdu kolejowego						typu (serii)			nadania	przeznaczenia
1	2	3	4	5	6	7	8	9	10	11	12	13	14
L1													
L2													
L3													
L4													
L5													
L6													
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H5													
H6													

DB CARGO POLSKA S.A. (01232892)



