



# Freight Shipment Transport Instruction

## **DB Cargo Polska S.A.**

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DB Cargo Polska S.A.

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Zabrze, 15/02/2022

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Version 1.9

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## 1 Definitions and explanations

**AVV** - general contract on freight wagons' usage.

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

**BOK** - Customer Service Office.

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

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

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

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

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

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

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

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

- international consignment note from the stations located outside the territory of Poland to the stations located on the territory of Poland;
- consignment note of shipments transported from outside of Poland via sea and hinterland ports in Poland, and sent to the stations located on the territory of Poland, indicated as the first destination place of the shipment.

**International transport, transit** - transport of shipments sent on the basis of an international consignment note, from the stations located outside Poland, and transported via Poland, including via Polish sea and hinterland ports, and:

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

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consignment note as determined in the Appendix no. 22 to the SMGS and Instruction to the international CIM/SMGS consignment note (GLV-CIM/SMGS).

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

**Consignment note** - a document confirming the conclusion of the transport contract, including points as described in the Article 38 item 2 of the transport Law dated on 15<sup>th</sup> November 1984 (i.e. Journal of Laws from 2017 item 1983 as amended) or in other relevant provisions, in particular applicable in international contracts.

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

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

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

**NHM** - harmonised goods nomenclature.

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

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

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

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

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

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

**Payer** - Ordering Party.

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

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

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

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

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

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

**FSTI** - hereby Freight Shipment Transport Instruction.

**RID** - Regulations on international transport of dangerous goods on tracks.

**RSO** - application used for electronic sending of the shipments for transport.

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**SMGS** - contract on international freight railway transport.

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

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

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

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

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

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

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

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

**UTI** - Intermodal Transport Unit.

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

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

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

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

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

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## 2 General Regulations

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### ▪ **Applicability scope of the Instruction**

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

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### 3 Transport ordering

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#### ▪ § 1 Transport ordering

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

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

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▪ **§ 2 Order update**

- 1. The Parties allow the possibility of updating the submitted order, including:
  - correction of the operation date of the order;
  - correction of the order's parameters, in the scope consistent with the offer;
  - cancelation of the order.
- 2. The correction of the submitted order shall be immediately provided to the **Carrier**, however not later than on Thursday of the week preceding the service operation date.
- 3. Acceptance of the order update takes place each time based on a written confirmation by the **Carrier**.
- 4. In case of lack of technical or resource possibilities, the **Carrier** has a right to refuse to accept the order update for operation. In such case, the **Carrier** may suggest another date for operation.
- 5. The Ordering Party, the Sender, the Recipient are obliged to notify the **Carrier** via email to the address: [bok@deutschebahn.com](mailto:bok@deutschebahn.com) on all circumstances connected with loading, sending or unloading of goods, limiting the availability of the delivery-receiving or loading tracks that may affect the planned date of the order operation, including sending the shipment for transport.

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## 4 Wagons' delivery for loading

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### ▪ § 3 Wagons' delivery for loading

1. Wagons ordered for loading, the **Carrier** provides:
  - a) to a delivery-receiving point;
  - b) to designated tracks in the station;
  - c) to other points not listed in points a) and b).
2. the fact of wagons providing is documented on:
  - a) R7 list of railway vehicles or
  - b) R25 delivery list according to the template as in appendix or
  - c) Other mutually agreed manner.
3. The Sender or acting on his behalf Loader of the shipment is obliged to check if the delivered wagon is of the right type for a certain transport, and if it is properly cleaned, and does not contain visible damages, including such that could cause a decrement or damage of the shipment.
4. The delivered wagon for loading is properly cleaned if it does not contain any residues of other goods.
5. In case of lack of acceptance of the loading date from the Sender and presented by the Ordering Party, the **Carrier** has the right not to provide wagons to the Sender. In such case, the Ordering Party has no rights to pursue any claims for failure to carry out the transport.
6. The **Carrier** is entitled to refuse to deliver further wagons to the Sender in case when the Sender has not returned previously provided wagons or the accumulation of wagons at the Recipient threatens with the occurrence of an obstacle or delay in transport and delivery.
7. The Ordering Party is obliged to ensure that the wagons provided by the Ordering Party or their subcontractors for international transport follow:
  - a) the requirements of the Federal Act on noise reduction on railway (BGLE) for transports in / via Switzerland of 1<sup>st</sup> January, 2020
  - b) the requirements of the railway noise Protection Act Law (SchlärmschG) of 13<sup>th</sup> December, 2020 for transports in / via Germany or
  - c) the changes of the timetable 2024 the requirements of the Commission Regulation (EU) No. 1304/2014 applicable for transports in / via European Union with the proviso that for the transports operated in / via Switzerland and Germany, the provisions of acts listed above in letter a) or b) are applicable respectively from the dates as indicated in a) and b).
8. The Ordering Party or their subcontractor is obliged to document at any time, on request of the **Carrier**, compliance with the requirements as indicated in paragraph 7.
9. The use of wagon (s) for international transports by the Ordering Party or their subcontractors that do not meet the requirements as stated in the provisions of the paragraph 7, obliges the Ordering Party to pay the **Carrier** a lump sum (contractual penalty) in the amount of EUR 1,500 per each wagon. In such a case, the **Carrier** (or their subcontractor) may also refuse to accept the wagon for transport and request appropriate compensation exceeding the contractual penalty. The Ordering Party is obliged to cover all damages suffered by the **Carrier** (or their subcontractor) resulting from satisfying the claims of third parties and following this breach.

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▪ **§ 4 Wagons' delivery at a siding / general usage tracks**

1. Delivery of wagons for a siding and general usage tracks and their collecting from those tracks is carried out based on hereby instruction and documents that regulate technical issues in this scope (Technical Regulation of the Station).
2. The authorised Recipient of the wagons acknowledges the receipt of wagons on the R-7 list of railway vehicles in the train set (Appendix no. 6) or in the R-25 delivery list. Both lists are made among others in 2 copies, 1 for the siding holder and the other for the **Carrier's** employee.
3. The date and time of delivery of wagons, included in the R-7 list of railway vehicles in the train set or in the R-25 delivery list, begins counting the duration of the wagons' stay at the Customer's disposal.
4. The **Carrier** places full numbers of the delivered wagons on the delivery list, and also the name of the goods for loaded wagons.
5. Irregularities disclosed by the Recipient of wagons or by the **Carrier** concerning the wagons at the delivery-receiving point are noted in the R-7 list of railway vehicles in the train set (Appendix no. 6) or in the R-25 delivery list. These records are confirmed by signatures of the **Carrier's** employee and The Recipient of wagons.  
In case of absence of the **Carrier's** representative upon receipt of the wagons by the Recipient of wagons, the Recipient of wagons shall notify the dispatcher about any irregularities found by email to the following addresses:
  - referring transports of coal, steel, bulk cargo: [industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com),
  - referring Logistics and automotive transports: [logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com),
  - referring intermodal transports: [intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com),
  - referring transport documentation and transport monitoring: [rso@deutschebahn.com](mailto:rso@deutschebahn.com)

immediately, i.e. not later than before the commencement of loading activities, and agrees the further handling of the wagon with him. Lack of notification confirms the proper technical condition of the wagons, i.e. no damage or / and lack of wagon's parts at the time of receipt of the wagons by the Recipient of the wagons.

6. In case of dangerous goods transport, the **Carrier** shall enter the hazard identification number and goods identification number from the orange table on the R-7 list of railway vehicles in the train set (Appendix no. 6) or in the R-25 delivery list, possibly supplementing the provisions with the letters TWR (if the goods have been classified as high-risk goods).
7. If the authorised Recipient of wagons does not report at the delivery-receiving point to collect the delivered wagons, it is considered that the wagons left by the **Carrier** at the delivery-receiving point are accepted without reservations. At the same time, the **Carrier** places an annotation 'the Recipient's representative absent' and current date and time on the R-7 or R-25 list.
8. Wagons, in relation to which there were traces of infringement of the shipment, may be delivered to the siding only after they have been secured or content checked and making a report.

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## 5 Loading

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### ▪ § 5 Loading operations

1. The Sender is obliged to load the goods and attach them to a wagon according to:
  - a) UIC loading guidelines;
  - b) provisions on distribution and fixing the goods on wagons and in containers (Appendix no. 14 to the SMGS);
  - c) DBh-2 Instruction of the **Carrier** on loading and securing of the freight shipments;
  - d) 'loading card' approved by the **Carrier**;
  - e) other regulations setting out the terms of transport of certain goods, especially including the requirements referring to even loading of wagons.
2. The Sender cannot set for transport the following goods loaded into one wagon:
  - a) mixed, which due to their features should not be loaded together;
  - b) admitted for transport based on special conditions with the goods transported on the basis of general terms and conditions, if it is not allowed to load them together.
3. The Sender may use own loading tools and means for securing the cargo for fixing it on a wagon or securing against exposure to a damage that may occur during the transport (tremors, displacement, weather conditions).
4. The weight of items loaded on a wagon cannot exceed the load limit of the wagon as marked on the side walls.
5. Loading and securing of shipments belongs to the Sender's responsibilities.
6. The loading entity is liable for all damages resulting from incorrect loading and is obliged to fix the damage (for international transports in accordance with the Article 13 item 2 Appendix B to COTIF, for domestic transports in accordance with the Article 72 of the Transport Law). In case, of the loading is carried out by a different entity than the Sender, the Sender is responsible for actions and negligence against the **Carrier** and for its own.
7. The **Carrier** determines when the loading to the load limit is possible due to accepted wagon's axle pressure on the rail on the transport route and indicates the weight of mass that can be loaded to the Sender.
8. The **Carrier** is not responsible for snow covered or iced wagons and not secured shipments on them, if it occurred during the transport. In such case snow removal or removal of ice, hail and snow from the shipment and wagons is carried out the Recipient on his own at the destination station and in the extend that will enable the loading operations and allow for an assessment of the shipment arrival in a complete and undamaged condition.

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### ▪ § 6 Weighing of shipments

1. The weight of the sent shipment is set by the Sender and enters it into a consignment note.
2. At the request of the Sender, the weight of the shipment set for transport may be determined by the **Carrier**, if the **Carrier** has appropriate means to do so.
3. In case if it is not possible to determine the weight of the shipment at the request of the Sender, the **Carrier** informs the Sender about this fact.

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4. The weight of the shipment determined by the **Carrier** at the Sender's request is a result of weighting the shipment on a weight. A weighting report is prepared and the mass is determined and the mass of the shipment.
5. For determining the shipment's mass at the Sender's request, the **Carrier** charges a fee for providing a weight and delivery of wagons to and from the place of weighting.
6. If the Recipient requests to determine the mass of the shipment by way of the Article 74 of the Transport Law, the **Carrier** proceeds with weighting. If as a result of proceedings there were no decrement found in the shipment, the fee is charged for:
  - a) weighting and delivery of a wagon to and from the place of weighting, if the weighting took place at the destination station;
  - b) weighting and delivery of a wagon to and from the place of weighting and freight for the tariff distance corresponding to the actual route of transport from the destination station to the weighting station and back.
7. In case if the Sender checks the own weight of a wagon, to determine the shipment's mass, a result of this check is used as a wagon's mass. The Sender is obliged to have a weighting protocol from the carried weighting proceedings.

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▪ **§ 7 Freight shipment identification**

1. The Sender is responsible for the correct marking of the shipment.
2. Freight shipments are not marked in the domestic transport, with the exception of the materials which marking with labels is required in accordance with other railway or administrative regulations.
3. In case of transport of dangerous goods, the Sender is responsible for correct marking of the shipment with orange boards and warning stickers and other markings, according to the RID regulations or Appendix no. 2 to the SMGS.
4. For international transport the requirement of using stickers depends on requirements of the railways involved in transport.
5. The **Carrier** informs the Sender on the need or type of applicable stickers.
6. The **Carrier** refuses to accept the shipment for transport or may carry on the marking for a fee, in case of lack or incorrect marking of the shipments,

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▪ **§ 8 Control check of shipments, correction of the loading, reloading**

1. Pursuant to the Article 48 of the Act on Transport Law, the **Carrier** may check if the shipment corresponds to the Sender's declarations as included in the consignment note and if the provisions regarding the goods accepted for transport on special conditions have been applied.
2. The check is made at the presence of the Sender. The Sender should appear in order to participate in the check of the shipment:
  - 1) within 1 hour from receipt of a call, when the check is at the sending station;
  - 2) within 24 hours from receipt of a call, when the check is proceeded after the start of a transport.
3. If it is not possible to call the Sender or if the Sender will not appear within the determined time, the **Carrier** proceeds with a commission check at a presence of authorised persons by the **Carrier**.
4. The **Carrier** calls the Sender to remove all irregularities, if the shipment does not correspond to the declarations included in the consignment note or regulations referring the goods accepted for transport on special conditions are not observed. The costs of checking are charged to the Sender.

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5. In case, the Sender after a call does not remove the irregularities, does not reload or correction of the shipment's loading in accordance with the item 4 and 5, the **Carrier** proceeds with the above-mentioned activities at the Sender's expense.
6. If there is a need to reload the shipment or to correct its loading before accepting it for transport, the **Carrier** calls the Sender to proceed with the above-mentioned activities.
7. If there is a need to reload the shipment or correct the loading during transport, the **Carrier** proceeds with the above-mentioned activities, if possible on its own, in the shortest possible way.
8. If it is necessary to use specialised equipment or the shipment includes dangerous goods. The Sender shall report within 24 hours from sending the notification by the **Carrier**. If it is not possible to call the Sender or his appearance on time at the place of the shipment's stay, the **Carrier** proceeds with loadings operations.
9. After correcting the loading or reloading of the shipment, the **Carrier** prepares a protocol as on the templates (Appendix no. 5) and charges the Ordering Party with costs of the loading or reloading correction, regardless of who caused the need of proceeding with the above-mentioned activities, unless they were a result of the **Carrier's** fault.

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▪ **§ 9 Sealing of wagons, applying warning stickers and identification boards**

1. The Sender puts on own seals according to own model, in a way the prevents access to the shipment without breaking the seal on loaded and empty wagons that require sealing.
2. Leaden seals are used to seal the wagons, which need clamping with the seal-tongs or seas made of plastic. The seal shall contain the data enabling identification.
3. The Sender is obliged to:
  - a) placing on wagons and UTI's warning stickers and information boards as provided in special provisions concerning a certain type of goods transport (while transporting dangerous goods - big warning stickers and orange identification boards must comply in accordance with the templates set out in RID and / or Appendix no. 2 to the SMSG Contract);
  - b) removing all stickers (apart from passing stickers) and seals and other securing features remaining after the previous transport;
  - c) placing and removing of the 'Clean' sticker, and orange boards from UTI, if it was cleaned after transport of dangerous goods.
7. In case of lack or incorrect marking of the shipments, the **Carrier** refuses to accept the shipment for transport or may proceed with the marking for a fee.

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▪ **§10 Determining the duration of the wagons' stay, belonging to DBC PL, at the Ordering Party's disposal for loading**

1. The **Carrier** records separately for each train set, group or a wagon, time of its stay at the disposal of the Ordering Party - according to the quantitative and numerical list.
2. The duration stay of wagon at the disposal of the Ordering Party starts at the moment when the wagon is provided to the Sender / Ordering Party within a time of agreed operation with the Recipient of wagons, however not earlier than the ordered date of delivery.
3. If it is not possible to set the date for wagons' delivery, the time of wagons' delivery is the date of wagons' delivery at the delivery-receiving point as agreed in the order.

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4. The wagon's stay at the Ordering Party's disposal shall be suspended for the time when commencing the loading operations or returning of wagon was impossible for reasons due to the **Carrier**.
5. The duration of the wagon's stay at the Ordering Party's disposal is counted until the first scheduled service after the wagons are ready for collection.
6. Notification of readiness to collect / complete loading operations shall be made at least two hours before the scheduled service.
7. If the wagons are not notified that they are ready to be collected within the time as specified in item 6, the time of delivery of wagons from the disposition, is the actual time of departure of the train from the railway station.
8. If the wagon is used for double loading operations, the wagon's stay at the Ordering Party's disposal is counted separately for each loading operation.
9. In the event of cancellation of the ordered wagon by the Sender after its delivery, the time of the wagon's stay at his disposal, counts until it is cancelled.
10. The length of the wagons' 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 a dispatcher.
11. The amount of charging fees for wagons at their disposal is regulated by the Freight Tariff or the transport contract / offer.
12. The **Carrier** may agree with the Ordering Party the duration of stay at the disposal, for which no fees are charged.
13. On sidings with a high turnover of wagons, the **Carrier** may agree to a quantitative record of the duration of the wagon's stay at the Ordering Party's disposal. Quantitative records of the wagon's stay can be entered on the basis of separate provisions concluded between the **Carrier** and the Ordering Party.
14. If it is not possible to deliver the wagons as agreed to the Sender or Recipient due to the siding Holder, after previous informing of the Ordering Party, the **Carrier** has the right to charge the Ordering Party with additional fees for wagons' stay on tracks and waiting for acceptance, in accordance with the Freight Tariff.

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## 6 Shipment

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### ▪ §11 Information on a shipment – notification of a shipment

1. Each time when sending a shipment, the Sender is obliged to provide data on the shipment necessary to issue a consignment note to the **Carrier's** IT system.
2. The Sender may provide the data on the shipment via:
  - a specially prepared "RSO" application available via a web browser;
  - electronic data exchange, based on agreed EDI or "xml" standards;
  - in another agreed way.
3. Delivery of the shipment data shall take place no later than two hours before the planned transfer of the shipment for transport.
4. The Sender should report this fact immediately to the **Carrier**, if it is not possible to provide data about the shipment to the **Carrier**.
5. Only one entity can be the Sender or Recipient of the shipment.
6. In the case when the Ordering Party is not the Sender of the shipment, he shall be obliged to notify the Sender of the method of completing the transport documents, including the consignment note, and bears responsibility for correct completing of the documents by the Sender.
7. On behalf of the Sender, the shipment may be made by the Loader however, only if he is legally authorised by the Sender to perform such an activity. In such case, the Loader takes over all the Sender's obligations set out in hereby Instruction to the extent in which he was authorised by the Sender. The Ordering Party is obliged to inform the **Carrier** about this fact, and the **Carrier** is not obliged to check the legal legitimacy of the Loader.
8. In special cases, or at the request of the Ordering Party, the data may be entered into the system by the **Carrier**. In this case, for the service of entering the data into the IT system by the **Carrier**, a fee is charged in accordance with the **Carrier's** Freight Tariff.
9. The service fee is not charged at the time when the inability to enter the data into the system was due to the **Carrier**.
10. 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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### ▪ §12 Shipment via RSO application

1. A condition of using the "RSO" application is the conclusion of an appropriate contract with DB Cargo Polska S.A. for access to the system and creating an access account.
2. If the Ordering Party allows the possibility for sending the shipment by the Sender, he should apply for an "RSO" application access account for his Senders.
3. After logging into the RSO application, the Sender may choose a consignment note template defined for him where, as on paper forms, the following information about the shipment is given:
  - name and address of the Sender;
  - name of sending station;
  - name and address of the shipment's Recipient;
  - name of the receiving station;
  - designation of the type of goods together with the NHM;
  - number of wagons with wagons numbers;
  - mass of goods;
  - place and date of issue;

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- a detailed list of documents required by the customs or other administrative authorities which are attached to the consignment note;
  - a code identifying the payer of the freight amount;
  - other information.
4. The provisions of the instructions for the CIM consignment note (GLV-CIM) shall be followed, for the correct filling of the data via the "RSO" application (consignment note).
  5. After entering of the shipment's data to the system, this information is saved in the system and a consignment note is generated.
  6. The shipment's sending number is assigned by the **Carrier**.

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

1. A condition for using an electronic data exchange is the conclusion of an appropriate agreement with DB Cargo Polska S.A., defining the manner and technical conditions of data exchange (EDI standard).

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▪ **§ 14 Consignment note issuing**

1. The basic document used in transport is a consignment note according to the template according to the COTIF Convention, the so-called CIM.
2. The Sender may issue a consignment note via:
  - "RSO" internet application;
  - from its own IT system connected by electronic data exchange with the **Carrier's** systems.
3. The Sender may send only the goods belonging to one NHM position on the basis of one consignment note.
4. The Sender attaches to the transport document, the documents necessary for the performance of the transport and is obliged to provide all necessary information related to the transport, including those required by customs and other administrative authorities.
5. The Sender shall be liable for consequences resulting from the lack, insufficiency or irregularity of the information and documents referred to in item 4.
6. The service operation may be performed by means of an electronic consignment note.
7. The **Carrier** does not accept the consignment notes:
  - a. made on forms that do not match the template or are not suitable for a certain type of shipment;
  - b. filled in with unreadable writing or in an impermanent way;
  - c. where the necessary information for transport contract execution have been omitted;
  - d. without a shipment's sending number issued by the **Carrier**.
8. The indication of the payer in the consignment note does not exclude the Ordering Party's liability to the **Carrier** for payment of all amounts arising from the transport contract.
9. The consignment note may contain other information as specified in the Article 7 of the CIM.
10. The Parties may include additional instructions on the consignment note that they deem necessary.

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▪ **§ 15 Shipment based on SMGS regulations**

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

1. The **Carrier** accepts the shipment for transport upon the physical receipt of the shipment, which is documented on the R7 list of railway vehicles or R25 delivery list or in another mutually agreed manner.
2. The delivery of the shipment together with the transport documentation shall take place in time enabling the scheduled launch of the train.
3. The Sender is obliged to forward the consignment note for transport.
4. The **Carrier** may refuse to accept a shipment for transport in the event of:
  - a. lack of transport documents;
  - b. lack of documents accompanying the shipment resulting from regulations;
  - c. lack of information in documents enabling proper performance of the transport;
  - d. incorrect loading of cargo for transport;
  - e. incorrect marking of cargo for transportation;
  - f. extraordinary shipment not previously reported to the **Carrier**;
  - g. not receiving from the Ordering Party the reference number, document replacing the Assignment and confirmation of acceptance of the document replacing the Assignment or the document referred to as in the Article 3 item 7 of the Act on the system for monitoring for the transport of goods, if there is a transport of goods that are under the monitoring system referred to as in the Article 3 item 7 of the Act on the system for monitoring for the transport of goods;
  - h. not receiving a new reference number from the Ordering Party after the expiry of the previous reference number, if the goods are under the monitoring system referred to as in the Article 3 item 7 of the Act on the system for monitoring for the transport of goods.
5. The **Carrier** shall document the refusal to accept a shipment for transport on the R7 list of railway vehicles or R25 delivery list or in another mutually agreed manner.

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## 7 Transport of freight shipments

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### ▪ § 17 Freight shipments execution dates

1. Freight shipments shall be accepted for transport and issued as ordered by the Ordering Party.
2. The Ordering Party and the **Carrier** may agree in the contract or each time in the order the delivery date of the shipment, which may be placed on the consignment note. The delivery period begins after the **Carrier** accepts the goods for transport.
3. The **Carrier** operates the transports in all days of the week. Delivery of shipments on public holidays are made after making arrangements with the Recipient of the shipment, taking into account the Ordering Party's instructions.
4. The delivery deadline shall be suspended on days when the Recipient has not possibility to collect the shipment.
5. If there is no fault due to the **Carrier**, the period of transport of the shipment is extended or suspended in cases as specified in the Article 49 of the Transport Law, in particular:
  - a. temporary lack of infrastructure availability on the transport route;
  - b. accumulation of shipments with the Recipient;
  - c. force majeure.

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### ▪ § 18 Monitoring of shipments and notification

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

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### ▪ § 19 Obstacles in transport

1. In case of obstacles in transport of the shipment, including:
  - a) suspension of railway traffic as a result of floods, snowstorms, disasters;
  - b) uneven loading, exceeding the wagon's maximum load capacity and the need to correct the load;
  - c) errors in the transport documentation;
  - d) refusal by the Recipient to accept the shipment, the Recipient not appearing to collect the shipment;
  - e) no capacity of the Recipient's ending station or a siding;
  - f) accumulation of shipments on the route or at the Recipient's;
  - g) other external factors depending on the railway, the Sender, the Ordering Party, the Recipient;the **Carrier** asks the Sender / Ordering Party to provide guidance as for the further course of the proceedings.

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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 obtained by the **Carrier** without undue delay from the moment of providing information about the obstacle. In case of no instructions from the Sender / Ordering Party immediately or at the latest by the deadline set by the **Carrier**, the rights authorising the Sender / Ordering Party at the **Carrier's** request, are also executed by the Recipient.
3. In the event of an obstacle in transport, force majeure and no response to the information provided about the obstacle, the **Carrier** has the right to take actions specified by law, including the liquidation of the shipment in accordance with the Article 58 of the Transport Law.
4. The **Carrier** shall notify the Sender / Ordering Party in writing about the liquidation of a shipment.
5. In the event of an obstacle in transport, including force majeure, the Ordering Party, pursuant to the transport contract bears the obligation to pay the amount due for transport, is also obliged to cover to the **Carrier's** any additional costs, in particular those arising in connection with the delay in delivery or a change in its transport, including the cost of wagons' staying fees and additional costs of using the railway infrastructure.

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## 8 Change of the conditions of the shipment order

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### ▪ § 20 Goods disposition right

1. The Sender has the right to dispose of the goods and to amend the transport contract by giving additional instructions to the order.
2. The Recipient has the right to amend the transport contract, if the Sender did not include the opposite statement in the consignment note.
3. The Sender's entitlement to amend the transport contract expires when the Recipient has made an amendment to the transport contract, accepted the consignment note or collected the shipment. The Recipient's right to amend the transport contract expires upon the receipt of the shipment by the Recipient.
4. If the Recipient has ordered the delivery of a shipment to a third party, this person is not entitled to amend the transport contract.
5. The Party ordering an amendment to the transport contract is obliged to inform the **Carrier** in writing about a change of the conditions of transport.
6. The Party ordering the amendment to the transport contract is obliged to pay all costs resulting from the implementation of the change to the transport contract.
7. The change of the conditions of the transport must be feasible for the **Carrier**, including allowed, justified and cannot disturb the normal operational work of the **Carrier**.
8. If the **Carrier** cannot execute the change of the transport contract, he shall inform the Party that amended it.

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## 9 Shipment issuing

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### ▪ § 21 Delivery and issuing of the shipment

1. The shipment is considered as delivered when it is delivered to the general usage tracks or delivery tracks of the Recipient's siding.
2. If the transport is carried out with the usage of a paper consignment note, this document together with the documents accompanying the shipment at the destination station shall be provided to the Recipient by an authorised train crew member.
3. The shipment at the destination station is collected by an authorised employee of the Recipient or another authorised person and indicated by the Sender or Recipient, confirming this fact by signature in box 61 of the original and the quotation of the consignment note.
4. The **Carrier** may deliver the shipment to the Recipient only after all customs and administrative proceedings have been completed.
5. If, before issuing the shipment, it appears that:
  - a. the wagon is missing some seals or seals are different from those from the sending station;
  - b. there are signs of violation, decrement, dump or leakage of goods;
  - c. a shipment status report has been prepared;the delivery of the shipment to the Recipient is made after prior written determination of its condition.
6. In case of doubt, an employee of the **Carrier** may request that the person applying for a transport document should show a document enabling this person's identity.
7. If the shipment arrived in a frozen state, the Parties may make a note regarding this fact, which may be the basis for suspending the calculation of charges for the stay of the wagon at the Recipient's disposal.
8. In the case of the transport of high-risk dangerous goods (the so-called TWR), it is 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 the block train shipment to the Recipient, also in case, that at the time of issuing the shipment is incomplete, i.e. one or more wagons included in the shipment are missing in the shipment, 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 shall immediately return the wagons to the **Carrier**. This provision does not deprive the Recipient of any rights related to the delivery of an incomplete shipment.
10. After delivering to the Recipient the remaining wagons included in the previously issued block train shipment, the Recipient shall collect them and then unload them as in the case of other such shipments.

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### ▪ § 22 Identification of loss, decrement or damage to the shipment

1. Determining the condition of a shipment prior to its release is made:
  - a) obligatorily, if there is a suspicion of its decrement or damage;
  - b) upon a reasoned request of an authorised person.
2. The Recipient / authorized person, after accepting the shipment without reservations, may request a protocol determination of the condition of the shipment, if it found a decrement or damage that cannot be seen from the outside, but no later than within 7

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- days from the date of receipt of the shipment from 0:01 of the day after the day the shipment was collected.
3. The request for determination of the shipment condition and making a protocol, as describes in item 2 is made in writing, via telephone (Dispatchery, Customer Service Office) or orally.
  4. Prior to establishing the condition of the shipment, a written confirmation or a telephone or oral notification by the Recipient is required.
  5. Minutes shall be made in the presence of an authorised person, and if it is not possible to call him or he fails to report within the time set for him, the **Carrier** shall make commission arrangements in the presence of persons appointed by him for this activity.
  6. The Recipient / authorised person signs the protocol only if it is present when stating or assessing the damage. If despite participation in determining the status of the shipment and preparing the report the Recipient / authorized person refuses to sign it, the **Carrier's** employee adds an annotation stating the fact and reason of refusal in the place designated for the signature.
  7. The Recipient / authorised person may request the preparation of a protocol only in the event of partial loss or damage of the shipment. He is not entitled, however, to request a protocol in the event of no shipment or decrement in weight of the goods that does not exceed the standard for natural decrements referred to in item 13 below.
  8. In the event of evident signs of cargo violation on wagons, in particular thefts, a representative of the **Carrier** and the Recipient direct the wagons for control weighing. Then they draw up and sign in two copies a relevant report, which is the only basis for a quantitative complaint.
  9. The **Carrier** has the right to request additional information from the Recipient, including photographic documentation and on this basis may decide to draw up a protocol without personal participation in the weighing of the shipment by the commission.
  10. The size of the decrement is the difference between the mass of cargo declared by the Sender in the consignment note (or in the attachment to the note) and the actual mass, found during the control weighing at the Recipient. The decrement does not constitute a natural change in the weight of the load during transport, as defined in item 13.
  11. In the event that there are no evident traces of cargo violation and the Recipient finds that after weighing the tonnage shortages in the entire delivery - wagons were not loaded fully, then the protocol initialled by the **Carrier's** representative is the basis for a complaint to the Sender. The decrement report shall include the annotation: "There were no signs of shipment violation."
  12. With regard to shipments which loss in weight is due to their properties, the **Carrier** shall be liable only for the part of the decrement that exceeds the natural decrement standards specified in item 13, unless the damage resulted from reasons justifying the application of permissible standards for natural decrement.
  13. The standards of natural defects are for:

No.	Item	Place of decrement	Decrement level (% mass)
1.	Industrial potatoes	Open wagon	1.20
2.	Sugar beetroots	Open wagon	0.60
3.	Chemical fertilizers	Covered wagon, open, covered	1.00

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4.	Solid fuels: 1) hard coal 2) brown coal 3) briquettes 4) coke, semi-coke	Open wagon	1.50
5.	Liquid fuels and other petroleum products in liquid state	Cistern wagon	0.50
6.	Iron ore	Open wagon	0.50
7.	Copper concentrate	Open wagon	0.20
8.	Lead-zinc concentrate, manganese ore	Open wagon	1.00
9.	Cement	Tank wagon	0.20
10.	Lime	Tank wagon, lime stone wagon	0.50

14. For other transported items not specified in item 13, which due to their properties lose weight, the norm of the loss can be determined individually with the Ordering Party.
15. The standards of decrements referred to in item 13 are binding, unless the transport contract specifies another standard binding the Parties to the contract.

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▪ **§ 23 Obstacles in shipment issuing**

1. In the event of an obstacle to the delivery of the shipment, the **Carrier** shall notify the Sender of this fact, asking him for instructions on how to proceed.
2. In a situation in which the Sender does not provide instructions on how to proceed further with the shipment, then the rights referred to as in the Article 58 of the Transport Law are applicable to him.
3. If the obstacle in the delivery of the shipment ceases before the receipt of instructions from the Sender, the **Carrier** issues the shipment to the Recipient informing the Sender of this fact.
4. The **Carrier** has the right for reimbursement of costs incurred due to an obstacle in delivery as a result of:
  - a. request instructions;
  - b. perform the instructions given;
  - c. when the requested instructions have not arrived or have arrived after some time;
  - d. parking of rolling stock (locomotives and wagons) in this respect.

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## 10 Return of wagons

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### ▪ § 24 Collection of wagons from a siding / general usage tracks

1. The Recipient of the wagons shall notify the **Carrier** about the readiness of the wagons to be collected by e-mail or fax, and if this is not possible, by phone the **Carrier's** dispatcher and Customer Service Office, obligatorily stating the time necessary to complete the loading operations.
2. A template for wagons readiness after loading or unloading operations (readiness of wagons to be collected) is attached as an Appendix no. 4. The wagons readiness shall apply to the number of wagons that was delivered with the consignment note and that is send with the consignment note.
3. At the same time, as the wagons are handed over to the delivery-receiving point, the Recipient of the wagons is obliged to deliver to the representative of the **Carrier** a list of railway vehicles in the train set or notification about the wagons ready to be collected.
4. The **Carrier's** representative and the Recipient of the wagons jointly inspect the wagons on the delivery-receiving tracks.
5. The collection of wagons from the siding is confirmed by the **Carrier** on the Notification of wagons ready to be collected according to the template constituting Appendix no 4 or on the List of railway vehicles in the train set (R7 form - Appendix no. 6), which are each time drawn up in min. 2 copies, to identify the duration of the wagons that stay at the customer's disposal and to identify possible damage to the wagons.
6. Any irregularities noted during the inspection of the wagons upon receipt of the wagons shall be recorded by the **Carrier's** representative in all copies of the R7 or Notification on the wagons ready to be collected, entering the date and time of their delivery.
7. In the event of a wagon's damage, at the time of their receipt by the **Carrier** after their notification from the loading or unloading activities, in the absence of the Recipient's representative, which damage was not recorded in the relevant document when delivering the wagons, it is presumed that the revealed damage occurred at a time keeping the wagons at the disposal of the Recipient of the wagons, in particular as a result of loading activities.
8. In the case of transport of dangerous goods or empty wagons not cleaned after these goods, requiring the use of an orange board and warning stickers, in the Notification of wagons ready to be collected or / and the List of railway vehicles in the train set (R7 form - Appendix no. 6) in the box 'remarks' the siding holder (Sender) enters the hazard identification number and the identification number of the goods from the orange board, possibly supplementing the entries with the letters TWR (if the goods have been classified as high-risk goods).

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### ▪ § 25 Condition of the returned wagon after loading – unloading operations

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

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- suspended couplings and removed stickers (except transition stickers); cistern wagons shall have closed top hatches and drain valves;
- b) have nails, hooks, clamps and other securing means remaining after transportation removed;
  - c) be in a good condition.
5. In the event of failure to comply with the obligations specified in item 3, wagons are considered not ready to be collected.
  6. In the event of failure to comply with the obligations specified in item 2 and 3 in the event of damage to the wagon, an employee of the **Carrier** shall record it the Delivery list or List of railway vehicle in the train set, and also in the "Protocol on identifying damage or decrement in the wagon" – Appendix no. 5.
  7. This fact shall be confirmed by the signature of the Sender / Recipient or an authorised representative. In case of refusal to sign or fail to appear, such a remark shall be confirmed by the signature of the Witness.
  8. In the case the wagon is not cleaned, the **Carrier** may collect the wagons and carry out cleaning on its own, charging the Recipient with the costs related to cleaning specified in the Freight Tariff.
  9. The Sender / Recipient may repair a damaged wagon with the consent of the **Carrier**.
  10. The Sender / Recipient who damaged the wagon is obliged, in accordance with the Article 73 of the Transport Law and general principles set out in the Civil Code, to repair damage caused to the **Carrier**.  
Compensation in this case includes, in particular: a freight of the wagon to be repaired, repair costs and lost profits by the **Carrier**, which could have been obtained if the damage had not occurred. The amount of compensation is determined individually.
  11. The provisions of the RID Regulations, in particular Section 1.4, shall apply to the delivery of loaded wagons with dangerous goods or empty, uncleaned goods after dangerous goods.
  12. Upon signing the List of railway vehicles in the train composition (R7), the Delivery list or the Notification of wagons ready to be collected, it is considered that the wagons were accepted by the parties (the **Carrier** and the Receiver of the wagons).
  13. Any railway accident on the territory of the Recipient's or Sender's siding, in which the **Carrier's** rolling stock participated, the Ordering Party or an entity authorised by him, shall immediately notify the **Carrier**. This obligation also applies to derailment of the **Carrier's** rolling stock, even if it did not suffer any damage, as well as damage to the siding track or other railway equipment.

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

1. Each wagon after the transport of goods marked with appropriate symbols specified in NHM should be washed or disinfected.
2. The fact of returning a wagon that has not been washed or disinfected shall be recorded by an employee of the **Carrier** on the List of wagons ready to be collected or on the Delivery list.
3. For unwashed or not disinfected wagon, the fee specified in the Freight Tariff shall be charged.
4. Wagons permanently designed for the transport of goods, that name and symbol is written on the wagon, and wagons after the transport of goods in transport packaging shall not be subject to washing and disinfection.

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▪ **§ 27 Determination of the wagons' stay, belonging to DBC PL, at the Ordering Party's disposal for unloading**

1. The **Carrier** records separately for each train set, group or a wagon, the time of its stay at the Ordering Party's disposal - according to quantitative or numerical records.
2. The duration of the wagon's stay at the Ordering Party's disposal begins when the wagon is handed over to the Receiver of the wagons during the agreed service, but not earlier than on the ordered date of delivery.
3. If it is not possible to set the date for the handover of wagons, the time for the handover of wagons shall be deemed to be the deadline for providing the wagons on the delivery point agreed in the contract or order.
4. The wagon's stay at the Ordering Party's disposal shall be suspended for the time when commencing loading operations or returning the wagon was impossible due to the **Carrier**.
5. At the request of the Ordering Party, for a siding not in continuous movement, the time of the wagon 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 / segregation of wagons by the siding owner - however, no more than 2 hours.
7. The duration of the wagon's stay at the Ordering Party's disposal is counted until the first scheduled service after the wagons are ready for collection.
8. Notification of readiness to collect / complete loading operations shall be made at least two hours before scheduled service.
9. If the wagons are not notified that they are ready to be collected within the time specified in item 8, the actual time of a train departure from the railway station is assumed to be the time of delivery of wagons.
10. If a wagon is used in a double loading operation, the wagon's stay at the Ordering Party's disposal is counted separately for each loading operation.
11. If the Recipient cancels the ordered wagon after it has been delivered, the time the wagon remains at its disposal is counted until the first scheduled service after the **Carrier** has received information about the cancellation.
12. If the unloading or loading of the shipment takes place before the start of the wagon's stay at the Ordering Party's disposal, no fees shall be charged for the stay.
13. The length of stay of wagons at the disposal of the Ordering Party is recorded by the **Carrier** on the basis of the entries of the Customer Service Office or dispatcher.
14. The **Carrier** may agree with the Ordering Party the duration of stay at the disposal for which no fees are charged.
15. The amount of charging fees for wagons at their disposal is governed by the Freight Tariff or the **Carrier's** transport contract.
16. On sidings with a high turnover of wagons, the **Carrier** may agree to a quantitative record of the duration of the stay of the wagon at the Ordering Party's disposal. Quantitative records of the stay of wagons can be entered on the basis of separate provisions concluded between the **Carrier** and the Ordering Party.
17. In case if it is not possible to deliver previously agreed wagons for the Sender or Recipient due to the siding holder, the Sender or the Recipient after prior informing the Ordering Party, the **Carrier** has the right to charge the Ordering Party with additional fees for wagons stay on tracks and waiting for acceptance in accordance with the Freight Tariff.

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## 11 Settlement and complains

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### ▪ § 28 Settlement of the provided services

1. The **Carrier** is entitled to issue an invoice for transport services at the time of the service.
2. The date of service execution is the date on which the shipment is delivered to the destination station.
3. The service is settled based on the data provided to the **Carrier's** IT system and the concluded transport contract.
4. In the absence of relevant entries in the contract as to the method of settlement, the specified in the consignment note mass shall be the mass of the shipment.
5. In the case of additional services or services not specified in the transport contract, including transport routes, the **Carrier's** tariff shall apply.

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### ▪ § 29 Mode of submitting and assessing of complains

1. Complaints regarding compensation for the loss, decrement or damage to a freight shipment, as well as compensation for damage caused by a delay in transport may be made in writing to the following address: DB Cargo Polska S.A., ul. Wolności 337, 41-800 Zabrze, or in an electronic form on the email address: in case when the complaint refers to the domestic transport:
  - referring transports of coal, steel, bulk cargo: [industrial.bok@deutschebahn.com](mailto:industrial.bok@deutschebahn.com),
  - referring Logistics and automotive transports: [logistics.bok@deutschebahn.com](mailto:logistics.bok@deutschebahn.com),
  - referring intermodal transports: [intermodal.bok@deutschebahn.com](mailto:intermodal.bok@deutschebahn.com),
  - referring transport documentation and transport monitoring: [rso@deutschebahn.com](mailto:rso@deutschebahn.com)In case when the complaint refers to the issued invoice to the email address: [reklamacje@deutschebahn.com](mailto:reklamacje@deutschebahn.com) .
2. The day of submitting the complaint is the day of delivery of the complaint letter or electronic information to the **Carrier**.
3. The conditions to submit a complaint and detailed procedure for settling complaints are ruled by the provisions of the Regulation of the Minister of Transport and Construction dated on 24<sup>th</sup> February 2006 on determining the condition of shipments and complaint procedures (Journal of Laws no. 38, item 266).
4. Complaints regarding irregularities in the settlement of services rendered shall be made in writing to the address specified on the invoice.
5. Submitting a complaint does not release from the obligation to fully pay the amount arising from the invoice issued on time.

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## 12 Specific provisions

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### ▪ § 30 Extraordinary shipments

1. The conditions for the transport of extraordinary shipments are set out in the Regulation of the Minister of Transport dated on 7<sup>th</sup> June 2006 on the type and conditions of transport of goods that may cause transport difficulties when shipped 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 special difficulties due to:
  - a. shape, size, mass or other characteristics;
  - b. the method of loading, placing and securing on a wagon;
  - c. the need for special transport technology.
3. The **Carrier** shall accept extraordinary shipments for transport when having technical and operational possibilities.
4. The Sender shall notify the **Carrier** of his intention to send an extraordinary shipment in domestic transport at least 30 days before the day of commencing loading operations proposed in the notification.
5. The **Carrier** shall notify the Sender of the consent receipt to accept an extraordinary shipment for transport at least 10 days before the first day indicated in the notification, on which loading operations may be commenced.
6. The Sender confirms the date of transport with a minimum of 10 days in advance.
7. The Sender is obliged to load and deliver extraordinary shipment for transport, taking into account the requirements specified by the **Carrier**.
8. Before accepting an extraordinary shipment for transport, the **Carrier** shall check in the presence of the Sender that the requirements have been met, in particular:
  - a. correct placement of the shipment on a wagon;
  - b. correctness of its fixing and protection against displacement during transport;
  - c. compliance of the outline of the loaded shipment with the loading gauge, taking into account the deviations allowed by the **Carrier**;
  - d. correctness of marking of the shipment and marking its location on the wagon.
9. The procedure for notifying the intention to transport shipments, technical and operational conditions of transport, accepting the shipment for transport is specified in the DBH-1 Extraordinary Shipments Instruction.

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### ▪ § 31 Monitored shipments

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

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

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▪ **§ 32 Waste transport**

1. Waste is transported in compliance with the terms and conditions set out in the Waste Act dated on 14<sup>th</sup> December 2012 (i.e. Journal of Laws of 2019, item 701, as amended) and in executive ordinances to this Act.
2. International waste trading takes place on the basis of the Act on international transport of waste dated on 29<sup>th</sup> June 2007. (i.e. Journal of Laws of 2019, item 1162, as amended) and in executive regulations to this Act.
3. Waste means any substance or object which the holder disposes of, intends to dispose of, or is required to dispose of. Waste is divided into:
  - hazardous waste;
  - non-hazardous waste.
4. The list of waste is included in the appendix to the Regulation of the Minister of the Environment dated on 9<sup>th</sup> December 2014 regarding the waste catalogue (Journal of Laws of 2014, item 1923). Waste marked with an asterisk "\*" next to the waste type code is hazardous waste, the transport of which is treated equally as the transport of dangerous goods.
5. Waste management rules during the transport process should ensure:
  - protecting people's lives and health;
  - environmental protection;
  - preventing the negative impact of waste on the environment.
6. The transport of hazardous waste is carried out in compliance with the applicable regulations in the transport of dangerous goods.
7. The Ordering Party (holder of the waste) ordering the transport service, is the waste producer or conducting activities in the field of collecting recovery or disposal of waste.
8. After receiving an information on the waste transport mode from the **Carrier's** Customer Service Office i.e. type of wagons / container and wagons' numbers, the Sender is obliged to entry these data into the BDO Platform launching the waste management.
9. The Sender issues the "waste transfer card" at least 24h before the transport operation and provides it to the Customer Service Office.
10. The Ordering Party (holder of waste) shall supplement the consignment note with a filled in "waste transfer card".
11. In case that within one calendar month, the place of dispatch and collection of the shipment does not change, and the same waste is transported, a 'collective waste transfer card' shall be used, filled in and forwarded at the last posting in the calendar month as an attachment to the consignment note.
12. An employee of the **Carrier** confirms the performance of the waste transport service on the BDO Platform, and the Recipient takes over the "waste transfer card" in all copies. The **Carrier's** employee leaves one copy for himself, while the remaining one is delivered to the Recipient along with the original consignment note.

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▪ **§ 33 Dangerous goods transport**

1. At the time of handing over to the **Carrier**, the Sender is obliged to include in the consignment note or other document, on the basis of which the transport is carried out, the name and address of the entity who owns the dangerous goods.
2. The Sender bears sole responsibility for damages resulting from non-performance or improper performance of the obligation referred to in item 1 above and covers all costs related thereto.
3. If as a result of non-performance or improper performance of an obligation referred to in item 1 above, the **Carrier** has suffered damage or a third party's claim arises in relation to the **Carrier** due to the contract concluded with the third party, tort or liability arising on another basis, the Sender is obliged to reimburse the costs and expenses incurred by the **Carrier**, in particular paid to the third party and public administration bodies, contractual penalties, administrative penalties, damages, fees and all other amounts, as well as the costs of settling third party claims (including court fees and other legal expenses).
4. Performance of the above obligation may be increased by a contractual penalty: in the event of non-performance or improper performance of the obligation referred to in item 1, the Sender shall pay the **Carrier** a contractual penalty of PLN 10,000 (say: ten thousand PLN). The **Carrier** may claim supplementary compensation, exceeding the amount of the reserved contractual penalty on the general principles arising from the Civil Code.
5. The provisions of the Act on the transport of dangerous goods of 19<sup>th</sup> August, 2011, the Regulations on international transport of dangerous goods (RID) and the Appendix no. 2 to the SMGS contract are applicable for transport of dangerous goods.
6. The Sender is obliged to ship dangerous goods for transport, the transport of which is not prohibited to be carried out on rail.
7. Prior the shipment of dangerous goods class 1 (explosives) or class 7 (radioactive materials), due to possible obligation to have or obtain additional permits resulting e.g. from the nuclear law, the Sender / Customer is obliged to agree on the possibility of the transport operation with the **Carrier**.
8. For wagons - tank wagons, tank containers or moveable tanks for transport of cooled liquified gases, the Sender shall include the actual date of maintenance time in the consignment document, in accordance with the provisions of RID/Appendix no. 2 to SMGS.
9. Prior shipment of cooled liquified gasses as indicated in point 8, the Sender / Customer is obliged to agree with DBC PL on the date of the transport due to guaranteed by the Sender time of closing of the safety valve in accordance with 5.4.1.2.2. d) RID/Appendix no. 2 to SMGS.

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▪ **§ 34 Sensitive goods transport**

1. The transport of sensitive goods is carried out in compliance with the terms and conditions set out in the Act on the system for monitoring the transport of goods and in implementing regulations to this Act.
2. Sensitive goods shall be understood as goods under the monitoring system referred to as in the Article 3 of the Act on the system for monitoring the transport of goods, classified

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into one item of the combined nomenclature referred to as in the Article 3 item 1 of the Act dated on 6<sup>th</sup> December, 2008 on excise duty (i.e. Journal of Laws of 2019, item 864, as amended).

3. The specification of the main groups of sensitive goods subject to notification to the PUESC system is contained in the Act on the system for monitoring for the transport of goods.
4. Rules for proceeding with sensitive goods during a transport shall secure the interests of all parties involved in the transport of sensitive goods, including in particular: the sending entity, the receiving entity, the **Carrier** and the Ordering Party.
5. The Ordering Party is obliged to immediately provide to the **Carrier** the reference number and key or a document replacing the declaration and confirmation of receipt of the document replacing the Inquiry or a document confirming the warehouse transfer for sensitive goods transported by which the **Carrier** will be able to supplement and update the data under the monitoring within its scope in PUESC system. All Inquiries shall be submitted to the email address: [sent@deutschebahn.com](mailto:sent@deutschebahn.com).
6. The **Carrier** providing the service of transporting sensitive goods is required to supplement or update data in the PUESC system in the case of export or import of sensitive goods, based on the reference number and key received from the Ordering Party or a document replacing the Inquiry and confirmation of receipt of the document replacing the Inquiry or a document confirming the warehouse transfer for transported sensitive goods, to the extent determined for the **Carrier** in the situations as referred to in the Act on the system for monitoring for the transport of goods.
7. The **Carrier** providing 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 system for monitoring the transport of goods, provided that a given case of the transit of sensitive goods is not excluded from the obligation to be monitored by exemption specified in the Act on the system for monitoring the transport of goods.
8. Failure to perform the obligations referred to in item 5 or item 6 may constitute the basis for refusing to conclude a transport contract, refuse to accept a transport order or refuse to accept a shipment for transport.
9. If as a result of non-performance or improper performance by the Ordering Party of the obligation referred to in item 1, item 4, item 5 or item 6 above, the **Carrier** has suffered damage or a third party's claim arises in relation to the **Carrier** due to the contract concluded with the third person, tort or liability arising on another basis, the Ordering Party is obliged to reimburse the costs and expenses incurred by the **Carrier**, including in particular paid to the third person and public administration bodies, contractual penalties, administrative compensations, damages, fees and all other amounts, as well as the costs of settling the third party claims (including court fees and other legal expenses).

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

1. The **Carrier** is liable for loss, decrement or damage of the shipment arising from its acceptance for transport until its release and for delay in the carriage of the shipment, subject to the situations specified in the Article 65 item 2 and 3, Article 66 and 68 of the Act dated on 15<sup>th</sup> November, 1984 Transport Law (i.e. Journal of Laws of 2017, item 1983, as amended). The **Carrier** is also responsible for the decrement in the shipment in accordance with the principles set out in § 22 of this Instruction.

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2. Force majeure, which releases the parties of the transport contract from fulfilling contractual obligations for the duration of force majeure, shall be deemed to be unforeseen events that occur regardless of the will of the parties, and which the party will not be able to prevent by using due diligence by completely or partially obstructing fulfilment of contractual obligations, e.g. fire, flood, earthquake, legal strike, war, mobilization, enemy warfare, requisition, embargo or ordinance of the authorities, operational difficulties caused by railway line administrators on which the transport takes place. A lack of manpower, materials and raw materials is not considered as force majeure, unless it is caused by force majeure.
3. The Ordering Party ensures and / or undertakes to ensure by the Recipient of the wagons proper supervision / care over the **Carrier's** wagons from the moment they are delivered to the place as determined in § 3 item 1 until the **Carrier** actually removes the wagons from the siding or general usage tracks.
4. The Ordering Party shall be responsible for the technical condition of the wagons (damages or missing parts of the wagons) from the moment they are delivered to the place as determined in § 3 item 1 until the time, the wagons are collected by the **Carrier** from the siding or general usage tracks, after their notification and for the damages caused to the third parties. If the Ordering Party damages the rolling stock of the **Carrier**, he 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 rolling stock repair.
5. The Ordering Party shall be responsible for not providing the **Carrier** with the reference number, document replacing the Inquiry and confirmation of acceptance of the document replacing the Inquiry or the document referred to in the Article 3 item 7 of the Act on the system for monitoring for the transport of goods or the transfer of the above-mentioned documents inconsistent with the facts, despite the fact that the obligation to provide the above-mentioned documents results from the Act on the system for monitoring the transport of goods.
6. The Ordering Party shall be responsible for failure to complete or update the data contained in the Inquiry or to complete or update it contrary to the facts, despite the fact that the obligation to make the Inquiry, supplementing or updating results from the Act on the system for monitoring the transport of goods.
7. The Ordering Party shall be responsible for the Inquiry inconsistent with the facts, despite the fact that the Inquiry obligation results from the Act on the system for monitoring the transport of goods.
8. The Ordering Party shall be responsible for the consequences of stating that the goods do not correspond to the type, quantity, weight or volume of the goods indicated in the Inquiry.
9. The Ordering Party shall be responsible for the removal, guarding and storage of the means of transport or goods in the designated place and the fees referred to as in the Article 17 of the Act on the system for monitoring the transport of goods.

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▪ **§ 36 Final provisions**

1. Hereby Instruction is binding from 15/02/2022.
2. With regard to international transport, the provisions of this Instruction shall apply only if the applicable regulations and international agreements in this respect provide otherwise.

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### 13 Appendices:

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

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### 1. Transport assignment

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

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## 2. Shipment order

<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>



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#### 4. Wagons readiness 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	

Wypełniony druk proszę przesłać w formie elektronicznej na adresy:

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

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

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

oraz telefonicznie na numer: +48 32 78 89 190

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

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## 5. Protocol on identifying damage or decrements in a wagon

	<b>PROTOKOŁ 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\*, **użytkowanych przez klienta:**

.....  
.....

*nazwa stacji / boczniczy oraz Klienta przekazującego wagony*

Relacja pociągu .....

Ujawniono usterkę na wagonie o numerze:

--	--	--	--	--	--	--	--	--	--

Właściciel wagonu:

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Wagon w stanie próżnym / ładownym\*

Z uszkodzeniami / brakami \* następujących części wagonu:

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

Wagon do wyłączenia z ruchu Tak / Nie \*

Opis uszkodzeń i braków:

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

**Za wskazane uszkodzenia uszkodzenia / braki \* odpowiedzialność ponosi:**

.....  
.....

*załadowca / rozładowca / stacja / bocznicza stwierdzenia szkody*

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

Nazwisko oraz podpis przedstawiciela  
DB Cargo Polska S.A.

Nr telefonu: .....

Nazwisko oraz podpis przedstawiciela  
Klienta/boczniczy

Nr telefonu: .....

**W przypadku braku obecności klienta lub odmowy podpisania protokołu:**

Nazwisko oraz podpis przedstawiciela  
DB Cargo Polska S.A.

Nr telefonu: .....

Nazwisko oraz podpis świadków  
wyłączenia szody

Nr telefonu: .....

\* niepotrzebne skreślić



