

GENERAL TERMS OF TRANSPORT

The General Terms of Transport of the CER Hungary Central European Railway Freight Commercial and Servicing Public Limited Company (referred to hereafter as CER Zrt) refer to the COTIF/CIM the SZMGSZ and the transport contracts agreed upon the Freight Business Regulations of the CER Zrt.

The General Terms of Transport include all the procedures which are mandatory for the sender, the addressee/receiver, the carrier/expense bearer (referred to hereafter as the Transporter) and to the representatives of the CER Zrt during the transport on the railway network of Hungary. The General Terms of Transport are to be interpreted and implemented together with the laws applying to the transport and Freight Business Regulations of CER Zrt (referred to hereafter as ÜSZ-BR).

1. Preparation of Transport

- 1.1. The Transporter has the obligation to send the Order of the intended loading in written form at least 5 days prior to the loading to CER Zrt. The Order has to contain the quantity (mass) of the goods, the number of the railway carriages, the type of the carriages, the sending and the destination/exiting stations, the day of the loading and the name of desired services [Paragraph 5.§ (2) of the ÜSZ-BR]. In case the Order refers to more sending and/or destination stations, the data have to be stated separately for each destination. In justified cases and if the possibilities of CER Zrt make it possible, the parties may alter the agreed deadlines.
- 1.2. CER Zrt acknowledges the receipt of the Order in written form 24 hours or on the 5th day after receiving it, or it may reject the Order with due explanation.
- 1.3. In case the Transporter renounces the railway carriage or the train [ÜSZ-BR 6.§ (1)-(2)], CER Zrt will invoice the renouncement fee according to Annex 1 and the performed services towards the Transporter.

2. Presenting of the Railway Carriage

- 2.1. CER Zrt presents the empty railway carriage according to Paragraph 7 of the ÜSZ-BR at the public loading area open for freight transport of the stations named in the Network Business Regulations applying to the Hungarian railway network, in the rented loading area of the railway station and presents it for loading on its own railway network.

3. Loading

3.1. The goods are to be loaded into the railway carriages according to the KF regulations of the ÜSZ-BR 6-9 and to the train class (loading limit) stated by CER Zrt.

The Transporter has the obligation to return the loaded railway carriage clean and within the loading time to CER Zrt and to dispose of the waste and the remains of the goods which occurred at loading. In case the Transporter does not return the railway carriage according to the above or does not dispose of the waste, remains of the goods, it is obliged to refund the incurred expenses towards CER Zrt.

3.2. The list of the consignments which can be forwarded only under special conditions (special consignments) due to their mass, dimensions or other characteristics, together with the dimensional limits are contained in the 7-8 Articles of Volume 1 of the Loading Regulations. The Transporter is obliged to provide the existence of the permit necessary for the acceptance and the forwarding. The form for obtaining the permit and the information necessary for filling it in are contained in Annex 2.

3.3. The conditions regarding the forwarding of hazardous goods, together with the methods of their loading within domestic and CIM traffic are stated in Annex C of the COTIF, in the regulation regarding international transport of the hazardous goods (RID) together with the Act regulating the inland use of these regulations, in case of SZMGSZ traffic the Annex 2 of the Agreement, the regulations referring to the transport of hazardous goods.

3.4 The Transporter is obliged to obtain permits necessary at the place of the loading and to make sure that those who perform the loading have the proper knowledge. Not abiding the above will lead to CER Zrt invoicing the incurred expenses and damage to the Transporter.

3.4. In case the Transporter has loaded the railway carriage in such way that it endangers the railway traffic and/or the safety of the goods (exceeding the loading limits or the dimensions, not abiding the loading regulations, etc), CER Zrt will notify the Transporter to stop the loading abnormality. CER Zrt by order of the Transporter and at the expense of the Transporter may undertake the termination of the irregularity. In case the Transporter does not repair the irregularity before the deadline, CER Zrt will reject or suspend the forwarding of the goods.

4. The Waybill

4.1. The waybill which applies to the traffic (inland CIM/CUV, SZMGSZ) is to be used.

4.2. CER Zrt undertakes the presentation of the waybills on behalf of the Transporter. The Transporter is to provide the representative of CER Zrt data,

information necessary for presenting the waybills/railway carriages registers regarding the needed carriages (loaded/empty) and the documents mandatory for performing the transport together with those documents the Transporter believes necessary for accompanying the transport. The data and information have to be exact and complete. In case the data are incorrect, incomplete, the resulting costs are to be paid by the sender. Furthermore Paragraph 9 of the ÜSZ-BR and the 12.KF together with Paragraph 1. § (1)-(3) have to be observed.

5. Performing the Transport

- 5.1. After performing each preparation task regarding the transport, CER Zrt informs the Transporter in written form regarding the expected traffic.
- 5.2. In case the railway network operator or the authority examines the mass of the freight forwarded by CER Zrt and the determined mass exceeds the required loading limit regarding the train class stated by CER Zrt, CER Zrt – in case it accepted the load with mass declaration – will invoice the incurred costs and damage to the Transporter.
- 5.3. In case any authority inspects a freight forwarded by CER Zrt and determines that the railway carriage is in a defective technical state, the carriage was improperly marked, or the accompanying documents are defective or missing and the determined defectiveness is due to the Transporter, CER Zrt will invoice the incurred costs and damage to the Transporter.

6. The Handing Over of the Consignment

- 6.1. After receiving the notice regarding the arrival of the consignment the Transporter may demand the services according to the ÜSZ 19.§ (4) and (6) without delay. CER Zrt undertakes the demanded services only in case the cost declaration regarding the services demanded by the Transporter and the necessary equipment and the representative of CER Zrt are at disposal at the site of the service.
- 6.2. The Transporter is obliged to obtain the unloading permits necessary at the place of the unloading and make sure that those who perform the unloading have the proper knowledge to perform the work. The costs and damage incurred by not abiding the above will be invoiced to the Transporter by CER Zrt.
- 6.3. The Transporter is obliged to return the railway carriage to CER Zrt intact, clean and within the unloading timeframe and to dispose of the waste and remains of the goods. In case the Transporter does not return the empty railway carriage according to the above or it does not dispose of the waste and the remains of the goods, it is obliged to reimburse CER ZRT the incurred costs.



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6.4. In case the Transporter during the unloading discovers missing or damaged goods it is obliged to stop the unloading and has to inform the representative of the CER Zrt without any delay for performing the damage evaluation.

7. Invoicing, paying for the delivery

7.1. CER Zrt sends the invoice containing the payment due for the forwarding following the performing with no delay to the Transporter.

7.2. The deadline for the payment – in case of no other agreement – is the 8th calendar day following the receipt of the invoice.

7.3. CER Zrt accepts the reclamation regarding the rightfulness of the invoice or the sum stated in written form at the head office of CER Zrt within 6 calendar days after the date stated on the invoice.

7.4. In case CER Zrt accepts the reclamation of the Transporter the deadline for the payment stating the corrected sum is the 8th calendar day following the date stated on the invoice.

7.5. CER Zrt may demand security regarding the covering of the forwarding cost before starting the forwarding. The security can be cash, bank guarantee, etc.