

## Appendix 20 to the SPP

### Rules for operating the handling area

This Appendix sets out the basic rules for transport operation of the handling area by the carrier ČD Cargo, on the basis of which the handling of railroad wagons by the customer at the relevant handling area is enabled.

The specific conditions for the operation of the relevant handling area are set out for each handling area and for each customer in the document of the relevant commercial operations directorate (OPŘ) of ČD Cargo - "Conditions for the operation of the handling area" (hereinafter referred to in this Appendix as "Conditions of the OPŘ"). The terms and conditions stated therein are binding on the customer.

Appendix 20 of the SPP sets out the following basic general rules, which complement the Conditions of the OMP referred to in the previous paragraph:

1. The load handling location and tariff station (destination/dispatch station) for wagon consignments transported by the carrier ČD Cargo to the handling area designated for the customer, or received at the handling area by the carrier ČD Cargo for transport, is the tariff station and handling area published in the Stations and Dispatchers application on the website <https://www.cdcargo.cz/seznam-zeleznicnich-stanic>. They are also listed in the same way in the Conditions of the OPŘ.
2. The place of load handling, i.e. loading and unloading of railroad wagons, is also the place of mutual handover of wagons and consignments (hereinafter referred to as the place of mutual handover).
3. The schedule of regular handling area services is set by the carrier ČD Cargo. Any time change will be notified to the customer in writing at least 14 days prior to the commencement of its validity and is also stated in the Conditions of the OPŘ. Extraordinary services (at times other than those specified in this point) may be performed only by mutual agreement between the carrier ČD Cargo and the customer.
4. The customer shall request to order transport in the wagons provided by means of a "Application for Loading" in writing at the railway station specified in the Conditions of the OPŘ. The "Application for Loading" in electronic version shall be applied by the customer according to chapter 2.1 of the SPP.
5. The carrier ČD Cargo shall inform the customer about the time of arrival of the wagon/consignment to the handling area/place of mutual handover outside the time schedule of regular services by means of a message, unless otherwise specified.
6. The consignment/wagon shall be deemed to have been delivered to the customer at the moment of its arrival at the place of mutual handover.
7. The consignment/wagon is deemed to have been accepted by the customer either by the customer's acknowledgement in the shipping document or by the customer's acknowledgement in the transfer slip. In the event that the customer's representative is not present, the time of acceptance shall be deemed to be the time entered by the carrier ČD Cargo in the transfer slip.
8. The consignment/wagon shall be deemed to have been accepted by the carrier at the moment of its acceptance by the carrier ČD Cargo. For a consignment, the contract of

carriage is deemed to be concluded after checking the customer's entries in the shipping document and confirmation by the carrier ČD Cargo in the shipping document.

9. The carrier ČD Cargo will deliver the wagons to the place of mutual handover usually unarranged. Any rearrangement of wagons requested by the customer will be made on the basis of an order and charged by the carrier ČD Cargo.
10. The mutual handover of wagons and consignments between the carrier ČD Cargo and the customer is carried out under written confirmation in the Transfer slip (OL) and Return receipts (NávL). The instructions published in Appendix 9 of the SPP apply to the completion of the OL and the NávL.
11. At the point of mutual handover, a person authorised by the customer will physically inspect and take over/hand over the vehicles and consignments. If the customer does not take part in the mutual handover, the findings of the carrier ČD Cargo are binding on the customer. The carrier ČD Cargo shall indicate the absence of the customer in the Transfer slip or Return receipt.
12. The customer assumes responsibility for the condition of the vehicles and shipments by confirming their receipt in the Transfer slip or the time of their arrival at the place of mutual handover in the event that the customer's representative is not present. The carrier ČD Cargo assumes responsibility for the condition of the wagons and consignments at the time of their acceptance at the place of mutual handover.
13. In the event of holding of wagons intended for delivery to the point of mutual handover at the railway station of destination or at a station on the route for reasons on the customer's side, the carrier ČD Cargo reserves the right to charge a fee according to the tariff for the period of holding of the wagons. The customer may be charged a fee for the delivery of a wagon or a cut of wagons to the place of mutual handover by the carrier ČD Cargo as specified in the tariff.
14. Securing the wagons against movement (rolling away) at the place of mutual handover is performed by the carrier ČD Cargo. The customer is not allowed to shunt the wagons in any way. Responsibility and all consequences for non-compliance with this prohibition shall always be borne by the customer. The customer shall apply to the carrier ČD Cargo for any request for shunting wagons.
15. The customer shall notify a designated employee of the carrier ČD Cargo when the wagon is ready. "Ready" means the completion of loading or unloading of the wagon, bringing the wagon and cargo in the required condition according to chapter 2.11 of the SPP, issuing a consignment note and notifying the carrier ČD Cargo in the agreed manner of the possibility of removal.
16. The sealing of wagons is provided by the customer, unless otherwise agreed with the carrier ČD Cargo.
17. The loading of the wagons and the securing of the consignments against movement on the wagons is carried out by the customer in accordance with the UIC Loading Guidelines under his own responsibility.
18. At the time when the carrier carries out activities related to the operation of rail transport on the track immediately adjacent to the place of loading manipulations, the customer is obliged to observe the carrier's instructions to ensure occupational safety and health.

19. Before starting loading or unloading work under or near the overhead contact system, the employee in charge of this work must request the consent of an entitled railway employee to start the work. The same must be done after each work interruption unless he was not present on the loading and unloading yard during the period of interruption. The load and mechanisms used for loading and unloading (cranes, hoists, conveyors, etc.) must be at least 2 meters away from the contact lines. Loading and unloading on other tracks under the contact lines, as well as other handling works, where it is necessary to step on the roofs of wagons, on cistern wagons or consignment (roof repair, consignment adjustment, tilt adjustment, closing lids and manhole covers, etc.), is prohibited without the consent of the entitled railway employee and without shutdown and securing of contact lines.
20. After the completion of loading or unloading, the customer shall hand over the cleaned railroad wagons to the carrier ČD Cargo and clean up the loading or unloading yard. The customer must remove any residual dirt and cargo. In the event that residues of dirt and cargo remain at the loading or unloading yard, the carrier ČD Cargo is entitled to charge the customer for cleaning the loading/unloading site. If the customer fails to clean the handling area, ČD Cargo will arrange for cleaning by an external company that will carry out the cleaning. The invoice for cleaning will be recharged to the customer, who undertakes to pay this invoice to the carrier ČD Cargo.
21. The customer may not manipulate with the consignment under customs supervision or violate customs or other recognized conclusions without the consent of the competent customs office. The customer must inform the carrier ČD Cargo of the customs office's decision on the permitted handling of the consignment, on the basis of which ČD Cargo will allow the customer to handle the consignment. If a customs representative of ČD Cargo handles the customs formalities on behalf of the customer, the customer will be informed by the relevant ČD Cargo employee about the handling. In the event of non-compliance with the obligations arising from the customs legislation, the carrier ČD Cargo shall recharge any penalties imposed by the customs authorities to the customer and the customer shall be obliged to pay these penalties to the carrier ČD Cargo.
22. The stopping time of a wagon provided begins with the hour of the wagon's delivery by the carrier ČD Cargo to the place of load handling within the regular or agreed service.
23. The stopping time of a wagon provided by the carrier at the place of load handling starts at 0.00 a.m. on the day on which the wagon was taken over by the carrier ČD Cargo for transport, no later than on the day for which the wagon was ordered.
24. The stopping time of a wagon provided ends with the acceptance of the wagon by the carrier ČD Cargo, at the latest at the time of the next scheduled or specified service for which the wagon was prepared for removal by the customer.
25. If there is a national holiday in the period of 24 hours as of the start of the stopping time, there shall not be a stopping time of a wagon at the handling point on this calendar day.
26. If there is no service scheduled at the time when the free period of the demurrage at the handling area ends, ČD Cargo does not calculate the demurrage if the wagon is prepared by the customer for the next scheduled or agreed service after this free

period. If the wagon is prepared for any other service by the customer, ČD Cargo calculates the demurrage according to the tariff.

- 27.** For the period of stopping time of the wagons provided at the handling area, the carrier ČD Cargo charges the customer the fee specified in the tariff. The wagons not provided will not be charged a demurrage. The basis for the calculation of the wagon stopping time fee is the data recorded in the Transfer slip and Return receipt. VAT is added to the calculated fees for the stopping time of a wagon at the statutory rate.
- 28.** Payment of the fees for the stopping time of the wagons (or for other operations) is made in cashless form on the basis of an invoice issued by the carrier ČD Cargo to the following address:  
ČD Cargo, a.s.  
Carriage Account Office  
Videňská 15  
772 11 Olomouc  
Details of the due date and method of payment will be stated in the invoice issued.  
In the event of delay in payment of the invoiced amount, the customer is obliged to pay interest on the delay to the carrier ČD Cargo in the amount stipulated by law.
- 29.** Wagons delivered by the carrier ČD Cargo to the handling area and moved from the handling area are recorded and processed in ČD Cargo information systems.
- 30.** The customer must take into account the applicable risks to life and health at work within the meaning of Article 1.3.4 of the SPP when working on the handling area and when moving within the track perimeter. These risks are listed on the website at [www.cdcargo.cz](http://www.cdcargo.cz).
- 31.** For cases not specified in this Appendix, the wording of the ČD Cargo Contractual Conditions of Carriage, the ČD Cargo Tariff and other generally applicable regulations, all as amended, shall apply.