

Transport Regulations of Express Group, a.s.**valid and effective from 1 July 2014**

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List of Abbreviations

ŽSR	- the company Železnice Slovenskej republiky
CEO	- Chief Executive Officer
RID	- Regulations concerning International Carriage of Dangerous Goods by Rail
CIM	- Contract of International Carriage of Goods by Rail
UIC	- International Union of Railways
COTIF	- Convention concerning International Carriage by Rail
AVV	- General Contract of Use for Freight Wagons
VAT	- value added tax
Comp. Reg. No.	- company registration number
CN	- consignment note
NHM	- Harmonized Commodity Code
GLUT	- general loading and unloading tracks
O-VM,1- VM	- wagon profile for railways with a track gauge of 1,520mm

Definitions

Delivery term – stipulated or agreed period of time within which the Carrier is obliged to transport and deliver the wagon-load consignment the recipient or neighbouring Carrier for taking over

Wagon keeper – a person that permanently and economically uses the wagon as a means of transport and whose company name is shown on the wagon or included in the register of railway vehicle owners

Double handling – unloading and simultaneous loading of the same wagon by the same Forwarder

Accident during the loading of hazardous waste and its carriage – emergency situation caused by human activity, technical malfunctions or natural disasters that causes deterioration of the environment

Intermodal Transport Unit – UTI - container, semi-trailer, swap body suitable for intermodal transport

Intermodal transport – transport using several methods of transport conducted by means of one and the same unit of freight of combined transport without handling of its content during transport

Check measurement of weight – examination of the correctness of data on the wagon-load consignment weight indicated by the consignor

Consignment disposal – the sale or destruction of uncollected or undeliverable wagon-load consignment

Perishable goods – goods subject to quick decay that requires special protection against heat or cold during the carriage,

Way freight train – a train intended for the collection and distribution of loaded and empty wagons as well as for further handling performances

Consignment note – printed form of prescribed pattern and size that serves as a document for concluding a Contract of Carriage in case of wagon-load consignment transport

Replacement transport document – a document replacing a missing consignment note

Hazardous waste – waste that is or may be dangerous to public health or the environment due to its properties (e.g. toxicity, infectiousness, irritability, carcinogenic properties)

Dangerous goods – goods that is transported according to special transport terms

Re-forwarding – the acceptance of incoming goods for further carriage at consignee's written proposal and with Carrier's consent, conducted in the same wagon, using new consignment note to new arrival station, even if the consignee unloaded or added part of the goods

Customer ordering the carriage – a person or organization placing an order for carriage with the Carrier

Package – transport package complying with STN standards which protects the content of a wagon-load consignment against loss and damage during carriage, makes the handling of consignment easier, eliminates danger to persons and damage to any other wagon-load consignment and operational facilities of the Carrier

Commercial Code - Act No. 513/1991 Coll. Commercial Code

Consignor – a legal entity or natural person that concludes the Contract of Carriage with the Carrier

Authorized employee – an employee possessing professional qualification for the conduction of the given activity linked with the carriage of goods by rail

Privileged transit traffic – inland transport in terms of which a part of the transport route crosses the territory of another state

Sheet – a transport aid for the protection of several kinds of goods transported in open wagons, or for other purposes

Payer – a legal entity or natural person paying cartage or freightage

Seal – a sealing that proves that the wagon or container was not unlawfully opened after its closing

Power of Attorney – Authorization – a document in which the Forwarder authorizes the agent to perform certain stated dispositions of wagon-load consignment; principal's signature in this document must be officially certified

Pre-notice – interim report on the delivery of the wagon for loading, unloading in a unoccupied station submitted to authorized employees of the Carrier

Carriage/Transport – an activity through which the relocation of goods (things) using means of transport is carried out; it is conducted on the basis of a Contract of Carriage concluded between the Carrier and the Forwarder

Forwarder – collective term for the consignor and consignee

Circumstances preventing delivery – a fact that prevents the handover of a wagon-load consignment to the consignee at the arrival station owing to the rejection of the wagon-load consignment by the consignee, due to impossibility of finding the consignee, or for any other reason

Circumstances preventing carriage – a fact preventing the start of the carriage of a wagon-load consignment or the continuation of carriage of a wagon-load consignment to the arrival station due to the Forwarder, due to measures of state administration bodies and law enforcement bodies, malfunctions of track operation, natural disasters or any other cause

Transport and tariff bulletin – periodical publication in which transport decrees and tariff notices and instructions in rail, road, water and air transport are released

Contract of Carriage – a transport contract made and entered into by and between the Carrier and the consignor concerning the conduction of transport and business activities for remuneration

Freightage – cartage and additional charges

Transport document – collective term for a document on the conclusion of a Contract of Carriage, including its annexes

Overload – goods weight by which the loading limit of the wagon is exceeded; maximum loading weight shown on the wagon

Business hours of the Carrier – period of time in which the Carrier provides its services to customers; it is announced on the notice board at the station

Consignee – a legal entity or natural person for which the wagon-load consignment is intended under the Contract of Carriage

ŽSR premises - GLUT and other places at the station

Raft of wagons – a raft of two or more wagons loaded with equal kind of goods by one consignor, at one departure station, intended for one consignee to one arrival station; the wagons are handed over using one consignment note; it constitutes an annex to the consignment note

SMGS Agreement - Agreement on International Goods Transport by Rail

UIC Loading Guidelines – guidelines on the handling and securing of goods in wagons

Principal – a Forwarder represented in terms of a legal act on the basis of a Power of Attorney (authorization) in which the scope of agent's authorization must be defined

Agent – a legal entity, natural person doing business on the basis of a trade licence, or natural person conducting the handover and acceptance of a wagon-load consignment or any other acts on behalf of these subjects on the basis of the Power of Attorney given by the Forwarder; the person authorizing another person in this way is the principal

Accompanying letters – all documents accompanying the wagon-load consignment to the arrival station and comprising the annex to a consignment note; the consignor writes them down in the consignment note and is responsible for them, e.g. certificate of health condition of animals, declaration of goods quality etc.

Station – given the operation of infrastructure separated from traffic performances of a railway undertaking, "station" is a formation bound by a decision to business conduction and the place for the provision of transport performances in terms of the carriage of goods and things

Station on the route – station situated on the transport route in which transport performances with a wagon-load consignment are conducted as required

Unoccupied station – a place where the Carrier provides services related to the shunting of wagons at a given time

Departure station – a station set out in the transport document in which the consignor hands over and the consignee accepts a wagon-load consignment for transportation

Arrival station – a station set out in the transport document to which the Carrier must transport the wagon-load consignment

Siding track – a track serving for operator's own transportation needs or the needs of any other subject based on the Contract and leads into national railway, regional track or another siding track

Wagon-load consignment – goods for the transport of which at least one wagon is needed, goods composed of long inseparable objects placed on several wagons, a rail vehicle on own wheels, empty AVV wagons and other wagons, handed over for carriage using one consignment note

Wagon - a rail vehicle designed for the carriage of goods (things)

Wagon label – a label intended for the marking of wagons for transport, traffic and other reasons

Goods – things or set of things which the Carrier accepted from the consignor for transport

Notice board – complete or partially printed notice positioned at places at the station available to the public for the purpose of informing the Forwarders about transport matters

Client – a legal entity or natural person negotiating transport and tariff terms with the Carrier

Establishment of weight – an action carried out by means of scales or in any other way

Establishment of weight with validity of railway weighing – the establishment of weight conducted by the Forwarder using its own scales under terms contractually agreed with the Carrier

Amendment to the Contract of Carriage – an act modifying the content of the original Contract of Carriage at written suggestion of the consignor, consignee or agent

1 PURPOSE OF PUBLICATION AND SCOPE

1.1 Purpose of Publication

This document describes the activities carried out in terms of the conduction of the principal activity of the company Express Group a.s. and determines competences and liabilities related to the carriage by rail between the Carrier and natural persons or legal entities participating in the carriage. It defines the conditions of conclusion of the Framework Contract of Carriage and following individual Contracts of Carriage under Section 610 et seqq. of the Act No. 513/1991 Coll. Commercial Code. It doesn't regulate prices and price conditions. It also defines the commercial terms and conditions as well as the terms of transport of the company.

Commercial terms and conditions and the terms of transport not regulated by this document are governed by the provisions of General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC CIM) and Uniform Rules concerning the Contract of International Carriage of Goods by Rail (URCP CIM).

Legal relations linked with the carriage of goods (things) within inland transport not regulated by this document will be assessed within the meaning of the provisions of the Act No. 513/1991 Coll. Commercial Code.

These Transport Regulations are issued on the basis of Section 7 of the Act No. 514/2009 Coll. on Railway Transport.

1.2 Scope

The Transport Regulations are binding in their entirety for all customers entering contractual relationships with the company.

2 TRANSPORT REGULATIONS

2.1 Scope of Freight Traffic

The Carrier conducts, in terms of inland transport, freight transport of consignments from forwarding stations to destination stations and, in terms of international transport, freight transport of consignments from border stations to destination stations, from forwarding stations to border stations and from border stations to other border stations on national railway administered by ŽSR or other infrastructure managers, including privileged transit tracks and broad gauge tracks, as well as transports wagon-load consignments.

2.2 Contractual Relationships

2.2.1 Carriage Inquiry

Prior to the potential carriage, the customer ordering the carriage (hereinafter referred to as "the Customer") is obliged to send the Carrier by e-mail, fax or mail a carriage inquiry containing the data below:

- Customer data (name, address, Comp. Reg. No.)
- forwarding station or border station
- destination station or border station
- goods (kind, NHM)
- weight of goods on the wagon or train
- number of wagons
- type of wagons
- carriage period
- or other

2.2.2 Price Offer

Based on the data contained in Customer's inquiry, the business manager will draw up a price offer within two working days of the receipt of the inquiry at the latest and then the business manager will send the price offer to the Customer.

The price offer must include:

- Carrier data (name, address, Comp. Reg. No., contact data)
- forwarding station or border station
- destination station or border station
- goods (kind, NHM)
- weight of goods on the wagon or train
- number of wagons
- type of wagons
- period of validity of the price offer
- or other
- price without VAT

2.2.3 Conclusion of Contract

In case of the acceptance of the price offer by the Customer, the business manager has to draw up a Draft Framework Contract of Carriage or Draft Contract of Carriage. The Framework Contract of Carriage as well as the Contract of Carriage must be approved by at least two Members of the Management Board. The contractual relationship between the Carrier and the Customer is deemed concluded following the execution of the Contract of Carriage (hereinafter referred to as "the Contract"). If the Framework Contract of Carriage was concluded, a Price Agreement will be draw up. The Price Agreement lays down the

conditions of the conduction of concrete carriage, the price of this carriage, additional and other charges and possible additional services. It is drawn up according to the transport procedure (national, import, export, transit) and every single agreement is approved by statutory representatives of the company. If the Contract of Carriage is concluded, it will contain data from the Price Agreement.

The carriage will be carried out on the basis of a Transport Order, confirmation of the order by the Carrier and transport documents attached by the Carrier.

Not later than 48 hours prior to the planned carriage, the customer ordering the carriage (hereinafter referred to as „the Customer“) is obliged to send the Carrier the Transport Order containing the following data:

- Customer data (name, address, Comp. Reg. No., contact data)
- place of train handover
- goods (kind, weight)
- estimated time of train handover
- train parameters (net weight, gross weight, length)
- used wagons (number and type)
- station and railway of destination, border station
- Customer's confirmation
- price, if applicable

Contract documents may be concluded only by Customer's authorized persons (according to the Business Register and Trade Register or the Power of Attorney). Original Power of Attorney must be handed over to the Carrier.

2.3 Loading of Consignments on Wagons and Unloading of Consignments from Wagons

The Forwarder is responsible for the loading of a consignment on wagons and the unloading of a consignment from wagons. Forwarders are obliged to carry out loading and unloading within the meaning of UIC Loading Rules and these Regulations to avoid danger to persons and damage to consignments, wagons and operating facilities.

The Consignor is obliged to indemnify the Carrier for the whole of damage arisen due to failure to comply with the provisions of UIC Loading Guideline and these Regulations.

While loading the goods on wagons, it is necessary, depending on the nature of the goods, to abide by the principles contained in the UIC Loading Guideline, particularly to:

- secure the goods in the wagon against usual shocks
- secure the goods in the wagon taking into consideration its nature (decay, rust, inflammation)
- given the character of the goods, the consignment should form a compact unit
- position the goods taking into consideration the principle of even axle load
- secure the opening of loaded wagon
- secure locking hooks of wagon door against opening due to usual shocks
- load the consignment so that the loading limit of the wagon laid down by the maximum load sign installed on the wagon isn't exceeded

The Carrier will reject the acceptance for transport of a consignment not loaded according to UIC Loading Guidelines and these Regulations and ask the consignor to remove the defect. Costs on the prolongation of the stay of the wagon will be reimbursed by the subject which caused the defect. In the event of damage to the wagon or its integral parts, the Carrier will charge the subject that caused the damage for compensation for damage.

The Carrier takes responsibility for defects arisen in the course of transport that could have been detected upon the acceptance of the consignment for transport in terms of visual check. If, during the transport, a damage occurs that Carrier's employee wasn't able to detect upon the acceptance of the wagon, the Carrier is not responsible.

After the conduction of the carriage of goods it is necessary to:

- hand over the wagons undamaged, clean, with removed seals and labels of previous carriages
- return transport aids belonging to the Carrier undamaged and clean
- hand over separable parts on the wagon undamaged and placed on their original places

The Carrier will reject to accept for transport the consignment not corresponding to the given principles and ask the consignor to remove the defect.

In the event of damage to the wagon or its integral parts, the Carrier will charge the subject that caused the damage for compensation for damage.

Weight limitations valid for the transport route:

- axle load
- weight per meter run of wagon length
- weight of consignment consisting of long objects loaded on two or several wagons
- weights set for carriage by fast goods trains

Carrier's representative will inform at consignor's request of weight and load limits for the respective carriage. The consignor is responsible for compliance with weight and load limits.

With respect to the wagon delay lasting from the moment of establishment of the exceeding of load limit until the removal of fault, the Carrier will charge the client that caused the fault for compensation for damage.

2.4 Establishment of Consignment Weight

The consignor is obliged to indicate actual consignment weight in the consignment note for the purposes of conclusion of Contract of Carriage.

The Carrier is entitled to check the correctness of consignment weight indicated by the consignor in the consignment note. The consignor is responsible for damages and faults caused by the indication of incorrect consignment weight. The Carrier takes responsibility for weight differences just in case that they are proved by verified documents that confirm reweighing of the consignment at the consignor's place and the consignee's place.

2.5 Sealing and Marking of Wagons

The sealing of wagons is inevitable owing to the determination of legal liability for the consignment loaded on the wagon.

- Unless the Agreement provides otherwise, a seal must be attached to:
- loaded covered wagons
 - loaded tank wagons
 - loaded wagons for transport of free-flowing powdery substances
 - loaded open high-sided covered wagons, if used instead of covered wagons
 - empty covered wagons sent to disinfection
 - loaded wagons with consignor's marks
 - loaded and empty refrigerated vans
 - loaded intermodal transport units

Wagons from abroad having custom seals are not sealed, they are transported further using inland consignment note.

The consignor is obliged to attach seals to designated wagons. The consignor will procure the seals by itself or through the Carrier, based on its own decision. The Carrier and the consignor are obliged to keep exact records of the seals used. Only intact seals may be used for wagon sealing.

The seals must possess appropriate certificate verifying the technical condition of the seal from the point of view of safety issued by the national testing institute Skúšobný ústav dopravnjej a stavebnej techniky Žilina, š.p. The seals must contain the following data:

- seal number
- seal batch

In the inland consignment note, in column 13 "Designation of goods, marking, number, type of package", the consignor will enter the type, number of used seals and seal numbers.

The consignor will write down the type, number of used seals and seal numbers in inland CN in column 13 "Designation of goods, marking, number, type of package" and in case of international transport in CIM consignment note in column 21 "Designation of goods".

On covered wagons the seals are attached on both sides of the wagon to the door, all openings and ventilating hatches which cannot be safely closed from inside or which aren't protected by grid against penetration from outside. If there are no catches on the locking door hook, which prevent the hook from jumping out of the basic eye due to shocks during transport, the hook is fixed to the eye before sealing. The consignor is responsible for the closing and securing of openings from inside of the wagon. Prior to acceptance for carriage, the Carrier is obliged to mark the integrated raft of wagons by wagon labels and additional labels. The obligation to label wagons may be transferred by the Carrier to the Forwarder based on the Contract. In the integrated raft of wagons the first and the last wagon will be labelled from both sides and four pieces of labels will be attached to accompanying documents for possible wagon withdrawal.

2.6 Marking of Wagon-Load Consignment and Wagon

The consignor is obliged to hand over the wagon-load consignment for carriage in proper package protecting the goods against loss and damage during carriage, but also in case of risk that unpacked goods could cause damage to persons, operational facilities, the environment or any other wagon-load consignment due to their properties.

A package complying with Slovak Technical Standards (hereinafter referred to as "STN") concerning transport packages and provisions of state administration bodies is considered proper transport package.

Packaging and marking of dangerous goods is subject to the provisions of Regulations concerning International Carriage of Dangerous Goods by Rail (RID - Annex C to COTIF).

When transporting wagon-load consignments, the consignor is obliged to:

- use packages, wadding, fixing material etc. made of inflammable material on open wagons,
- on covered wagon, on the inner wall of the wagon next to both doors the consignor will place slips indicating:
 - departure station,
 - arrival station,
 - consignee,
 - kind of goods and weight of wagon-load consignment.
- on open wagons, for wagon-load consignments consisting of pieces or packs, the consignor will attach these slips to the goods or the wagon from both sides of the wagon.

If the nature of the goods requires that, these goods must be handled in a certain way or placed in certain position during the loading and unloading or reloading, the consignor will mark each piece of goods with appropriate handling symbols under STN for marking of transport packages (e.g. centre of mass etc.). Respective labels will be provided by the Carrier at consignor's request.

Immediately after accepting the wagon-load consignment for carriage, the departure station will mark it on both longitudinal sides of the wagon with wagon labels and additional labels. The marking of wagon with wagon labels and additional labels may be agreed contractually between the Carrier and the consignor.

2.7 Compliance with Legislative Provisions of State Administration

Prior to the handover of the consignment for carriage, the consignor must procure proper fulfilment of customs regulations and regulations of state administration bodies. The consignee is responsible for this fulfilment of regulations at the destination station.

The Carrier isn't obliged to examine the completeness of records and the correctness of data in accompanying documents. The consignor is responsible for the whole of damage arisen due to the incompleteness, incorrectness or incorrect completion of accompanying documents.

The consignor must attach all accompanying documents necessary for the fulfilment of the regulations of state administration bodies to the consignment note and write them down in the respective part, in case of inland transport in column 15 "Annexes to CN" and in case of international transport in international CIM consignment note in column 9 "Annexes".

The method of customs clearance of consignments will be agreed on between the consignor or the consignee and the respective customs office. The consignor or the consignee will inform the Carrier of the result by e-mail. In the course of the customs procedure regarding the consignment, the Carrier will charge the client for payments according to agreement.

2.8 Consignment Note and Handover of Consignment for Carriage

In the event of the handover of a wagon-load consignment for carriage, the consignor is obliged to hand the properly completed and confirmed consignment note over to the Carrier. The consignment note is a document that defines mutual rights and obligations following from the Contract.

All parts of the consignment note must be completed according to preprint. Data in the consignment note must be filled in as a carbon copy in block letters by means of a ballpoint pen, a typewriter or a print and must be legible in all parts. Legible imprint of a stamp is permitted provided that it contains all prescribed data. Corrections of consignor's entries in the consignment note aren't allowed.

The consignment note is a printed form of set pattern and size.

Inland consignment note consists of 5 parts (sheets):

- Issue book (1st part of the consignment note)
- Consignment note (2nd part of the consignment note)
- Arrival report form (3rd part of the consignment note)
- Copy of issue book (4th part of the consignment note)
- Copy of consignment note (5th part of the consignment note).

International CIM consignment note:

- Original consignment note (1st part of the consignment note)
- Waybill (2nd part of the consignment note)
- Arrival report from/customs (3rd part of the consignment note)
- Copy of consignment note (4th part of the consignment note)

- Issue book (5th part of the consignment note).

The Consignment is accepted for carriage upon confirmation of all parts of the consignment note by date stamp at the forwarding station and upon confirmation on the part of the client in the following way:

- legal entity included in the Business Register: by legible signature, including name and surname, company registration number and stamp, or by writing down its business name and address, adding legible signature, including name and surname, by entering document type and the number of the document (identity card or passport) through which it proves its identity
- natural person doing business on the basis of trade certificate: by legible signature, including name and surname, company registration number and stamp, or by writing down its business name and address, by adding legible signature, including name and surname, by entering document type and the number of the document (identity card or passport) through which it proves its identity
- natural person as consignor: by legible signature, including name and surname, by entering document type and the number of the document (identity card or passport) through which it proves its identity

The consignment note confirmed in this way is a proof of the conduction of transport performance under conditions laid down by the Contract of Carriage and for a price set out in this Contract and serves as a document for correct invoicing of conducted carriages. Simultaneously, the confirmed consignment note is a basis document for complaint procedure.

The copy of consignment note confirmed by date stamp in the forwarding station is the certificate of the conduction of transport performance for the consignor. The Carrier will issue it for the consignor.

The consignor is responsible for all expenses and damages incurred and arisen to the Carrier due to the incorrectness, inaccuracy and incompleteness of the data contained in the consignment note, or due to the entering of the data in wrong spaces, or due to consignor's failure to enter the data prescribed in RID Rules.

The consignor is responsible for the correctness and completeness of its entries in boldly framed part of the consignment note, which will be confirmed by the consignor in column 31 of inland consignment note and in column 29 of CIM consignment note "Place and date of issuing".

If, prior to the acceptance of the consignment for carriage, the Carrier ascertains that entries in the consignment note are:

- incorrect, it will reject the acceptance of the consignment note
- incomplete, it will ask the consignor to complete them.

The Carrier is at any time authorized to examine the content of the consignment and check if it complies with the entries in the consignment note and whether provisions of these Regulations or, as the case may be, conditions contractually agreed between the Forwarder and the Carrier are fulfilled.

The Carrier will call in the consignor or consignee for the examination of consignment content (depending on whether the consignment is at the forwarding station or at the destination station). If the person called in fails to appear, the examination will be carried out in attendance of another person that isn't Carrier's employee.

At the station on the route the Carrier may examine the consignment content if required by railway operation, legal provisions of state administration bodies or state authority decisions.

The Carrier will draw up a Report on the State of Facts concerning the examination of consignment note stating the cause and result of the examination. The Carrier will make a record of its drawing-up in the inland or international consignment note and inform the customer ordering the carriage. The Carrier will attach the copy of the Report on the State of Facts to the consignment note.

In case of loss of the consignment note during transport, the Carrier will issue a replacement consignment note for the consignee.

Several loaded wagons may be handed over for carriage using one consignment note if wagon-load consignments come from one consignor and are intended for one consignee, to one destination station and are handed over within a unit train. Statement of wagons made out in five copies by the consignor using prescribed printed form will constitute an annex to the consignment note.

2.9 Accounting

Charging of Price for Transport Services

The Carrier charges the price for transport services on the basis of the Contract of Carriage.

In addition to the price for transport services, the Carrier charges the Forwarder for amounts linked with the care for wagon-load consignment paid to state administration bodies or other organizations.

The tariff weight decisive for the calculation of cartage shall mean the sum of weights of individual wagon-load consignments of a unit train or a raft of wagons mathematically rounded to a whole tonne. Mathematical rounding shall mean the rounding down in case of decimals up to 0.5t and rounding up in case of decimals of 0.5t and more.

The Carrier is entitled to charge additionally all arrears within the meaning of Commercial Code and Civil Code.

In the event of the establishment of incorrect calculation of price for transport due to incorrect or incomplete consignor's entries in the consignment note, the Carrier will charge the consignor for the difference.

2.10 Amendment to the Contract

The Customer may propose an amendment to the Contract of Carriage. The amendment to the Contract may be proposed also by an authorized person on the basis of written Power of Attorney. The proposal for the amendment to the Contract of Carriage is submitted in writing. The amendment to the Contract may not give rise to division of the wagon-load consignment.

The Customer may propose that:

- the consignment be returned to the consignor at the forwarding station
- the consignment be returned to the consignor to the forwarding station
- the consignee be changed
- the destination station be changed

Within international transport it is possible to implement the amendment to the Contract only in the part of carriage conducted by the carrier Express Group, a.s. without affecting the carriage to be carried out by subsequent carrier.

In case that the Carrier isn't able to implement the amendment to the Contract (state administration bodies, operational issues), it will send its opinion to the customer. After receiving the proposal for amendment to the Contract, the Carrier, provided that it accepts the amendment, will send the Customer a price offer along with the confirmation of

implementation of the amendment to the Contract of Carriage stating the number and date of permission. If the Customer accepts the price offer, it will send the Carrier an order for one-time carriage on the basis of which the respective carriage will be carried out. The confirmation of the amendment to the Contract will be confirmed by date stamp and will constitute an annex to the consignment note. Record of the origin of the amendment to the Contract will be entered in the consignment note. The amendment must be filed in writing and signed by both Contracting Parties at least in electronic form.

2.11 Circumstances Preventing Carriage

Circumstances preventing carriage occur when it is not possible to commence the carriage of a wagon-load consignment or carry on the carriage of a wagon-load consignment on the originally determined route after the acceptance of the consignment for transport. The Carrier will transport the wagon-load consignment to the destination station based on mutual agreement with the Customer on another transport route provided that such a route can be used. However, the cartage will be charged on the basis of mutual agreement and bilaterally confirmed modified terms of transport.

Circumstances preventing carriage are caused by:

- a) natural disasters
- b) malfunctions of ŽSR operation
- c) measures of state administration bodies and law enforcement bodies
- d) causes on the part of the Forwarder
- e) faults due to incorrect loading
- f) force majeure

If it isn't possible to carry on the carriage due to circumstances preventing carriage, the Carrier will immediately ask the Customer by telephone, fax or e-mail to submit a written executable proposal for further handling of the consignment within three days. This period starts at the zero hour of the day following the day on which the Carrier sent the request to the consignor. If the Customer fails to submit an executable proposal for further handling of the consignment within the set period, the Carrier will act within the meaning of the provisions of the Commercial Code.

If circumstances preventing carriage arise due to Forwarder's fault or in the aftermath of incorrect loading, the Carrier will charge the Customer for the costs of the removal of circumstances preventing carriage for the period beginning with the submission of the report on the origin of circumstances preventing carriage and ending with its removal and departure of the wagon from the station. The Carrier will inform the Customer, the consignee and the consignor of the origin of circumstances preventing carriage. If circumstances preventing carriage disappear before an executable proposal is delivered, the Carrier will dispatch the wagon-load consignment to the destination station without waiting for the delivery of the proposal. The Carrier will inform the Customer of this fact.

2.12 Circumstances Preventing Delivery

If the consignee rejects accepting a wagon-load consignment, if it is not possible to find the consignee or if the Carrier cannot deliver the consignment for any other reason, the Carrier will inform the Customer by telephone, fax or e-mail of the origin of circumstances preventing delivery without delay and ask it for prompt sending of an executable proposal for further handling of the consignment.

If circumstances preventing delivery arise, the Carrier will charge the Customer for the costs of the removal of circumstances preventing delivery for the period beginning with the submission of the report on the origin of circumstances preventing delivery and ending with its removal and departure of the wagon from the station. If, in the event of the amendment to the

Contract of Carriage, circumstances preventing delivery disappear before Customer's proposal is delivered, the Carrier will inform the Customer of this fact.

The Customer is obliged to submit any executable proposal to the Carrier by telephone, fax or e-mail.

2.13 Things Excluded from Carriage

The Carrier regards substances or objects:

- which would jeopardize railway traffic safety owing to their properties, dimensions or weight
- the transport of which is prohibited by state administration bodies or legislative provisions
- that are excluded from carriage under Regulations concerning International Carriage of Dangerous Goods by Rail – RID regulations

as things excluded from the carriage.

If, after the acceptance of the consignment for carriage, the Carrier ascertains that the given wagon-load consignment is in conflict with the principles of exclusion from carriage, or the Forwarder or the Customer enters incorrect data in the consignment note concealing thus the information on dangerous goods (wrong NHM marking, incorrect designation or goods properties...), it will collect a compensation for damage from the Customer that caused the damage.

2.14 Dangerous Goods

Provisions of RID Regulations – Appendix C to COTIF, including Annex No. 1 and special regulations under the Rail Act, apply to domestic and international carriage of dangerous goods.

A natural person or legal entity which is the consignor, the carrier or the consignee of dangerous goods is obliged under the Rail Act to appoint a safety advisor for the carriage of dangerous goods if the total volume of transported goods exceeds 50 tonnes per calendar year.

2.15 Stay of Wagons on Siding Track

When reckoning in the stay of a wagon, the Carrier considers the time which the wagon spends on siding lines due to loading/unloading under the terms laid down in the Agreement. The stay of a wagon is calculated from the operation when the wagon was handed over to the siding track using the handover note (hereinafter referred to as "HN") up to the operation when the wagon was returned from the siding track using the return siding note (hereinafter referred to as RSN)

The beginning of the stay is established in view of the time of operation personnel arrival and the number of supplied wagons, where one minute per wagon to be examined is added to the time of operation personnel arrival. The time of the beginning of the stay will be rounded up to the next hour.

The handover note must contain:

- railway station number
- document number
- time of operation personnel arrival
- time of the supply of all wagons to the siding track per one HN

- number of wagons
- wagon numbers
- beginning of the stay of individual wagons
- notes, if necessary
- signature and stamp of the subject handing over the wagon, including date

Return siding note must contain:

- railway station number
- document number
- time of the removal of wagons from siding track to the place of handover
- time of operation personnel departure
- number of wagons
- wagon numbers
- end of the stay of individual wagons
- notes, if necessary
- signature and stamp of the subject handing over the wagon, including date

The Carrier is obliged to issue RN for wagons sent to siding track and the consignor is obliged to ensure the issuing of RSN for wagons returning from siding track. The stay of a wagon doesn't apply to consignor's wagons.

3 Liability

3.1 General

The Carrier that is a party to the Contract, the Agreement and the Contract of Carriage is liable against Forwarders and the Forwarders are liable against the Carrier under respective provisions of these Regulations, provisions of the Commercial Code and Civil Code. Any arrangements between the Carrier and Forwarders which should exclude or limit the liability arising from the Contract, the Agreement and the Contract of Carriage stipulated by law and proposed by these Regulations are invalid.

The Carrier is liable for damages to transported consignments arisen due to complete or partial loss or damage during the period beginning with the acceptance of the consignment from the consignor or any other railway undertaking for carriage and ending with its handover to the consignee or any other railway undertaking.

Situations that may give rise to Carrier's or consignor's liability or irreversible action of third parties are identified by the Report on the State of Facts and the Report on Damage to Freight Wagon drawn up by the Carrier according to ascertained facts.

If the Carrier ascertains and presupposes partial loss or damage to goods, or if that is claimed by a person authorized to dispose of the goods, the Carrier is, according to the type of damage, obliged to draw up, in the presence of an authorized person if possible, without delay the Report on the State of Facts indicating the condition of the goods, their weight and, as far as possible, the extent and cause of the damage as well as the time of its occurrence. The Carrier will draw up at Forwarder's request the Report on the State of Facts concerning the ascertained weight loss of the consignment delivered in an intact wagon with intact seals or with intact surface of the cargo transported in an open wagon. This report is not a basis document for the commencement of complaint procedure against the Carrier. The Carrier is obliged to ascertain the condition of the consignment and draw up without delay the Report on the State of Facts if it ascertains complete or partial loss of or damage to the consignment. The result will be confirmed in the Report on the State of Facts by persons who took part in the ascertaining of the condition of the consignment and the drawing up of this report. If the Carrier is ascertaining the condition of the consignment and draws up the Report on the State

of Facts at the destination station in the absence of the Forwarder, it is obliged to call in for the ascertaining at least one person who isn't Carrier's employee.

If the authorized person doesn't recognize the findings stated in the Report on the State of Facts, it may demand that the condition and weight of the goods, as well as the cause and extent of the damage, be ascertained by an expert appointed by the parties to the Contract of Carriage or a court. This procedure is governed by national regulations of the state in which the ascertaining is carried out.

The Carrier will enter a record of the drawing up of the Report on the State of Facts in the inland consignment note in column 55 "Carrier's records only" and in the international CIM consignment note in column No. 54 "Commercial Report" by code 49 and verbal description "Report on the State of Facts" and it will attach the Report on the State of Facts to the consignment note.

If the Carrier ascertains or presupposes damage to or loss of the wagon or integral parts or is reported by the wagon keeper damage to or loss of the wagon or separable parts, it will draw up, in the presence of the wagon keeper if possible, without delay the Report on Damage to Freight Wagon indicating the type of damage or loss or, as the case may, the cause of damage and the time of its occurrence.

If the consignee ascertains upon the collection of the consignment, that the consignment was damaged or incomplete, or it ascertains circumstances implying it, the consignee will ask the Carrier upon the collection of the consignment to establish its condition.

3.2 Complaint Procedure

Rights arising from the carriage of wagon-load consignments are exercised by clients bearing liability on the basis of the Contract, the Agreement and the Contract of Carriage, or, as the case may be, an authorized person.

The Forwarder has the right file a complaint regarding damages due to carriage of wagon-load consignments. The Forwarder must attach to the complaint documents according to the subject of complaint as follows:

Clients bearing liability on the basis of the Contract, the Agreement and the Contract of Carriage have the:

- Right to the returning of freightage and freightage overpayment;

The right may be exercised by the Customer on the basis of

- part of the inland CN or a copy in terms of inland transport
- part of the CIM CN or a copy in terms of international transport
- agreement on payment conduction
- the Contract and the Agreement

- Right to the returning of amounts charged beyond CN;

The right may be exercised by the client on the basis of

- submitted invoice issued by the Carrier
- respective documents
- the Contract and the Agreement

- Right to the amount or refund of proved damage in the event of non-compliance with the delivery term;

The right may be exercised by the consignee or the Customer on the basis of

- part of the inland CN or a copy in terms of inland transport
- part of the CIM CN or a copy in terms of international transport
- proof of damage amount; the issuing of damage invoice is insufficient for proving the damage arisen

- Right to compensation for partial or complete loss of or damage to the consignment;

The right may be exercised by the consignee or the consignee on the basis of

- part of the inland CN or a copy in terms of inland transport
- part of the CIM CN or a copy in terms of international transport
- Report on the State of Facts
- receipt

- Right to compensation for non-compliance with the delivery term;

The right may be exercised by the consignee on the basis of

- part of the inland CN or a copy in terms of inland transport
- part of the CIM CN or a copy in terms of international transport

Also a replacement CN issued by the Carrier is regarded as a document for claiming the right arising from the Contract of Carriage.

The consignee, the consignor and the Customer will not exercise their rights against the Carrier and the Carrier will not exercise its right against the consignee, the consignor and the Customer if the damage to the wagon-load consignment doesn't exceed € 33 in individual cases.

The payer of cartage, freightage and other charges will not exercise its rights in respect of the Carrier and the Carrier will not exercise its rights in respect of the payer if the difference doesn't exceed € 3.3 in case of the wagon-load consignment.

The complaint must be filed in writing and must include the reasons and requested amount. Originals of required documents must be attached to the complaint. If required document aren't attached to the complaint, the Carrier will immediately ask the Forwarder to submit missing document, stipulating at the same time the deadline for submission, which won't exceed 15 days.

For the purposes of timely and correct handling, the complaint should include:

- subject of the complaint
- concise justification by the complainant
- claimed amount individually for every single request referring to the respective relevant document (consignment note or its copy, proof of paid amounts etc.)
- list of documents attached to the complaint
- date, complainant's signature; if the complainant is a legal entity, the stamp as well

By one complaint the Forwarder may exercise:

- a., only one right to compensation for:
 - complete or partial loss
 - damage
- b., several rights of the same kind except for the right set out under letter a. of this clause
- c., right to the amount for non-compliance with the delivery term.

The Forwarder is obliged to exercise the rights set out in clause b., which it has under the Contract of Carriage, at the address: Express Group, a.s., Plynárenská 7/B, 821 09 Bratislava without undue delay, however, within two months of the day of Contract of Carriage conclusion.

This period starts on the day following the day on which the right to file a complaint arose. If the complaint pertains to damage to a consignment, the Forwarder will exercise its rights under the Contract of Carriage within two months of the acceptance of the consignment by the consignee. If the last day of this period is a holiday, the period is deemed complied with if the complaint was placed at the post office for delivery on the next working day.

The taking over of a complaint filed in person will be confirmed by the Carrier using the copy of complaint filing.

The Carrier is obliged to settle filed complaint or to notify the consignee, the consignor or the Customer of the recognition or rejection of its request within 30 days of the delivery of the complaint by mail or, as the case may be, of the day of personal submission to the Carrier.

If the last day of this period is a holiday, the period is deemed complied with if settled complaint was placed at the post office for delivery on the next working day.

If the Carrier considers the complaint legitimate, it will notify the consignee, the consignor or the Customer of the amount acknowledged. The Carrier will return submitted originals of documents to the consignee, the consignor or the Customer, except for the copy of the Report of the State of Facts, the receipt and the Power of Attorney, if attached to the complaint. If the Carrier recognizes the complaint only partially, it will announce the consignee, the consignor or the Customer the acknowledged amount and the reasons for its decision, referring to the respective provision of these Regulations or tariff. The Carrier will return the Forwarder original documents except for the copy of the Report of the State of Facts, the receipt and the Power of Attorney, if attached to the complaint.

If the Carrier rejects the complaint in its entirety, it will notify the consignee, the consignor or the Customer of the reasons for its decision. Simultaneously, the Carrier will return all documents attached to the complaint except for the authorization, if attached to the complaint.

3.3 Compensation for Damage Caused during Carriage

If, under the provisions of these Regulations, the Carrier is obliged to compensate the consignee, the consignor or the Customer for complete or partial loss without compensation for further damage, the Carrier will pay an amount calculated according to provably stipulated costs.

Compensation for damage to transported goods will be calculated according to the price of the wagon-load consignment at the moment of its handover for carriage.

The Receipt comprises supplier's invoice or any other proof of payment for the goods the loss of or damage to which is the subject of complaint.

The price of imported goods is fixed according to the price stipulated in inland by respective customs office.

If the actual complained amount cannot be determined by the method set out in the previous sections or by agreement, the price for the calculation of the amount of compensation will be determined by an expert opinion. The consignee, the consignor or the Customer will pay the costs of the expert opinion if the estimated price is lower than the price required.

In the event of damage to or partial depreciation of a wagon-load consignment, the Carrier is obliged to pay the consignee, the consignor or the Customer the difference between the price of the consignment at the moment of its acceptance for carriage and the price of the consignment as a damaged or partially depreciated consignment at the moment of its handover to the consignee.

3.4 Carrier's Liability for Damage to Consignment

The Carrier will be released from its liability for loss or damage provided that the loss or damage was caused by:

- a) circumstances beyond Carrier's control, i.e.
 - circumstances having character of a natural disaster (e.g. flood etc.)
 - unavoidable action of third parties (e.g. war, strike, terrorist attack etc.)
- b) the consignor and the consignee:
 - incorrect loading and securing of the consignment

- insufficient securing against the drops of melted overhead line metal and against weather conditions etc.
- c) consignment defects:
 - material defects, production defects
- d) package or packing defects:
 - the package was missing, insufficient or defective in any other way
- e) special nature of the consignment:
 - the consignment was pyrophoric, explosive, inflammable, fragile, subject to corrosion, decay, frost, vaporization, dispersion, drying up

In case of goods losing weight during transport owing to its peculiar nature, the Carrier is liable, irrespective of transport duration, only for the part of weight loss exceeding the limit of:

- 4% - in case of coke consignments handed over for carriage in moist condition
- 2% - in case of liquids or goods handed over for carriage in moist condition
- 0,5 % - in case of other goods

3.5 Consignment Disposal

The Carrier will notify the Customer of anticipated disposal of the consignment by fax or e-mail. The Carrier will commence consignment disposal after five days following the reporting of expected disposal to the Customer or to a person designated by it. With respect to this period of time, the Carrier will charge the Customer a fee for the standstill of a wagon (demurrage). If the consignment disposal is commenced, the time considered in the calculation of the fee for the standstill of a wagon (demurrage) may be prolonged by the duration of the disposal, however, by no more than three days. Proceeds of the disposal will be used by the Carrier to cover the expenses linked with the consignment. The Carrier will hand the rest over to the Customer at Customer's request. However, if these proceeds aren't sufficient to cover the costs linked with the consignment, the Customer is obliged to reimburse the Carrier for the part of uncovered expenses.

4 Carriage under Special Conditions

4.1 Carriage of Special Wagon-Load Consignment

Special wagon-load consignment shall mean a wagon-load consignment which causes the Carrier special operational difficulties owing to its outer dimensions, weight or nature, and therefore such a consignment can be accepted for carriage solely under special technical or operational conditions. It is a wagon-load consignment which doesn't comply with binding provisions of regulations concerning the loading of goods on wagons stipulated by UIC Loading Guidelines.

Most frequently occurring reasons for classifying a wagon-load consignment as special:

- exceeding of the loading limit (the wagon-load consignments exceeds the loading limit of the respective track due to its dimensions),
- wagon-load consignment requiring special measures in view of the position of the centre mass of the cargo, so that operational safety isn't jeopardized,
- wagon-load consignment overlapping the end axle or the pivot of bogie wagon due to its length, exceeding thus the limit permitted by UIC Loading Guidelines,
- wagon-load consignment of objects longer than 36 m,
- rail vehicles without RIV or RIC marking,
- rail vehicles with a gauge of 1,520mm rebuilt to vehicles with a gauge of 1,435mm, namely wagons of O-VM and 1-VM profile and wagons without MC marking,

- irrespective of their profile (wagons without RIV marking and wagons the loading limit of which is exceeded due to wagon construction),
- freight bogie wagons (empty as well as loaded) with distance between pivots amounting to 19,000mm or more.

Amendment to the Contract of Carriage isn't allowed in the event of special wagon-load consignments, except for the case when the carriage ends in a station that lies on the set transport route. Re-forwarding of a special wagon-load consignment is allowed only if the terms of further transport are agreed separately.

4.2 Carriage of Rail Vehicles on Own Wheels

From the point of view of these Regulations, rail vehicles on own wheels are the means of transport (NHM 8601-8606) transported on own wheels on a transport route, except for rail vehicles belonging to the Carrier.

Cartage and charges according to the tariff are charged for the transport of rail vehicles on own wheels.

Every rail vehicle on own wheels must be handed over along with separate consignment note.

A railroad crane may be accepted for carriage only with folded and secured jib.

4.3 Carriage in Tank Wagons

Tank wagons designed for the carriage of free-flowing powdery, liquid and gas substances.

Carriage of dangerous goods (hazardous waste) in tank wagons is subject to conditions stipulated by Regulations concerning International Carriage of Dangerous Goods by Rail (RID).

Apart from prescribed signs and inscriptions on both longitudinal sides of the wagon or special boards, tank wagons must be equipped with legible signs indicating the kind of goods for which they are used. During the carriage of dangerous goods (hazardous waste), the inscriptions and labels must be in accordance with RID.

In tank wagons it is allowed to transport the following kinds of goods:

- petrol and petrol mixtures, diesel oil,
- oils made of petroleum and tar – for heating,
- spirits and wine,
- methanol,
- waste oil,
- vegetable oils and fats,
- animal oils and blubber.

The consignor may fill the tank wagon up to its loading limit unless another weight limitation on the transport route comes into consideration. If not possible, the consignor fills the tank wagon up to the maximum permitted utilization of loading capacity. When filling up the tank wagons by dangerous substances (hazardous waste), the Forwarder is obliged to adhere to the degree of tank filling under condition stipulated in RID.

The consignor is obliged to close the wagon properly, seal off the feeding and discharge device using its own means and screw on cap nuts of the outlets. The outlet opening of the safety valve of the tank wagon mustn't be closed. In case of tank wagons with heating coils, heating steam valves must be closed during the carriage.

The consignor is obliged to seal all closures of the tank wagon prior to its handover for carriage. In case of loaded tank wagons, upper hoods (dome lids) and seals are suspended also on the spindle bend of the central valve (main stop valve), on the wheel of the outlet valve slider or on the rapid-action outlet valve handle. The outlet opening of the valve must be secured by a closing nut (cap nut), which must be sealed if it has holes for threading the seals. The sealing of a loaded tank wagon must meet its purpose and ensure the indication of intactness of transported goods throughout the transport route.

The consignor must write down "Sealed by the consignor" in the consignment note, in the space intended for goods identification, stating the number of seals and seal numbers.

If the Carrier seals an empty tank wagon, it will write down the record of sealing, the number of seals and seal numbers in column 11 of the inland transport consignment note "Goods identification" that is used as a written statement.

The consignee is obliged to decant the content of the tank wagon without residues and, after decanting, the consignee is obliged to close properly the central valve, the side discharge valve as well as to screw on the cap nuts of outlets.

If, during the carriage, it is ascertained, that the tank wagon content flows out, the tank wagon must be re-pumped ever time unless it's possible to repair it safely and reliably at once.

In Bratislava on 1 July 2014



Express Group, a.s.
Ing. Kamil Bernáth
Chairman of the Management Board



Express Group, a.s.
Ing. Alexej Beljajev
Vice-Chairman of the Management Board