

<b>Rail Cargo Operator – CSKD s.r.o.</b> in the matter of the organisational unit <b>Rail Cargo Operator – CSKD s.r.o. organizačná zložka (“RCO“)</b>	<b>Tariff Appendix for Container Transport via RCO Terminals Bratislava, Zilina, Ruzomberok, Kosice in 2019</b>	<b>Version: 1.3</b> <b>Date: 10.12.2018</b>
--	---	--

<b>From:</b>	Ludovit Horvath, Sales & Customer Service Manager for South Ports
<b>To attention:</b>	Customer
<b>Copy:</b>	Gerhard Kratochwil, RCO Managing Director Adam Gastan, RCO Procurist, Commercial & Operations Director RCO Customer Service
<b>Date:</b>	10.12.2018
<b>Prepared by:</b>	Ludovit Horvath, Sales & Customer Service Manager for South Ports
<b>Approved by:</b>	Adam Gastan, RCO Procurist, Commercial & Operations Director

## **Tariff Appendix for Container Transport via RCO Terminals Bratislava, Zilina, Ruzomberok, Kosice**

### **1. General Terms and Conditions**

- 1.1. All transports are performed under delivery condition FCA (FOR, FOT) Terminal / Depot. Delivery condition FOR means container delivery or pick-up on railway wagon and condition FOT means road transfer on road chassis.
- 1.2. Determinative dates for charging a transport service at currently valid tariff is a date of train's departure from a port for imports and date of train's departure from RCO terminal to the port for exports.
- 1.3. The RCO is not responsible for technical status / condition of containers, which are taken from the ports and foreign terminals, neither for the status / condition and securing of cargo in the containers according to the valid norms.
- 1.4. At unloading of tank containers, RCO cannot guarantee the container to be totally emptied without any residual cargo in the container (3% tolerance for residual volume in the container that cannot be drained).
- 1.5. RCO reserves the right to unilaterally adjust prices, in particular, if the prices of business partners and suppliers are significantly increased during the year.
- 1.6. Invoices shall be due within 30 days from the issue date, unless agreed differently in advance.
- 1.7. A seal (lock) must be always affixed to loaded containers:
  - For imports, the seal number must be written in the order
  - For exports, the seal number must be written in the custom documents and container transport document. Not driver but customer affixes the seal to the container.

If no seal number is written in the documents, RCO is not responsible for delays during custom clearing and for the content in the container.

If the customer is not able to ensure affixing of the seal to the container and providing that RCO is not responsible for the container's content, RCO can affix the seal to the container upon a written request.

Fee for additional affixing of the seal at the terminal is .....0 EUR.

The fee for single delivery of the seal to the loading location by the driver is ....0 EUR.

#### 1.8. Empty Release Orders (“ERO”)

RCO releases containers upon dispositions given by the customers and drivers.

The customer gives dispositions for ERO during working days from 7:00 to 17:30 on the e-mail address [csba.rco.sk@railcargo.com](mailto:csba.rco.sk@railcargo.com) for Bratislava and Kosice terminal, [csza.rco.sk@railcargo.com](mailto:csza.rco.sk@railcargo.com) for Zilina and Ruzomberok terminal.

RCO does not take any responsibility for complications and delays resulting from incorrectly provided dispositions.

The RCO does not take any responsibility for the status / condition of the container after container being taken over and picked by the driver from the RCO terminal. In case of empty trains repositioning to other terminals, RCO does not take responsibility for inappropriate status / condition of the container which was not promptly reported upon the arrival to the terminal of final destination. The driver must consider standard operation of the terminal and arrive to pick up the container in sufficient time.

RCO is not responsible for complications and extra costs, which arose from violation of the condition stated in article 1.7 of this Tariff Appendix.

#### 1.9. Empty Return / Drop off

RCO receives the containers in the depot based on the dispositions from the customer and driver. The customer gives the dispositions for empty return / drop off during working days from 7:00 to 17:30 on the e-mail address [csba.rco.sk@railcargo.com](mailto:csba.rco.sk@railcargo.com) for Bratislava and Kosice terminal, [csza.rco.sk@railcargo.com](mailto:csza.rco.sk@railcargo.com) for Zilina and Ruzomberok terminal.

RCO is not responsible for complications and delays caused by incorrectly provided dispositions.

The driver is obliged to bring the container to the terminal for its empty return / drop off and report it to RCO dispatcher at latest 30 minutes before closing hour of the terminal (by 18:30 at the latest in Bratislava and Zilina terminal and by 16:00 at the Kosice terminal).

RCO does not take responsibility for complications and extra costs, which arose from violation of the condition stated in article 1.8 of this Tariff Appendix.

#### 1.10. The determinative weight for charging the freight rate is always the total weight of the container, the tare eventually number of TEU included.

The weight determined for empty containers and number of TEU by the container type:

Type	TEU	Description	Tare kg
20'	1	Standard	2 100
20'bk	1	Bulk	3 300
20'ft	1	Flat	2 800
20'hc	1	High cube	2500
20'ht	1	Hard top	2000
20'iz	1	Insulated container	3000
20'ot	1	Open top	2300
20'pw	1	Palett-wide	2800
20'rf	1	Reefer	3000
20'tk	1	Tank	3900
20'vt	1	Fan	2100
24'tk	1,5	Tank	4000

26'tk	1,5	Tank	4500
30'bk	1,5	Bulk	3000
40'	2	Standard	4000
40'bk	2	Bulk	4000
40'ft	2	Flat	4700
40'hc	2	High cube	4000
40'ht	2	Hard top	4000
40'iz	2	Insulated container	4700
40'pw	2	Palett-wide	4700
40'oh	2	Open top- high cube	4000
40'ot	2	Open top	4000
40'rf	2	Reefer	5000
40'rh	2	Reefer - high cube	5300
40'tk	2	Tank	6920
40'vt	2	Fan	4000
45'	2	Standard	4800
45'hc	2	High cube	4800
45'hw	2	Palett-wide high cube	4800
45'hr	2	Reefer - high cube	5000
45'CS	2	Curtain side	4500

## **2. Conditions for Service Ordering / Transport Orders**

- 2.1. The order for transport service (import / export) must be obtained and accompanied with a complete documentation and instructions for the custom clearing according to the #1 Attachment one (1) working day before planned transportation, by 12:00 PM at latest.
- 2.2. The orders for the transport service must contain the data specified in the #1 Attachment.
- 2.3. If the customer cancels the order for the transportation after 11:00 AM on a working day before the day of planned and ordered transport, RCO reserves the right to charge to the customer a CANCELLATION fee in the amount of 50 EUR or all actual incurred costs connected with the planned transport (lost trucking trip, manipulations, etc.).
- 2.4. The orders for extra trains (ad – hoc container block trains) are placed in compliance with the valid and relevant price proposal. If the customer cancels the order for the train, RCO reserves the right to charge to the customer a CANCELLATION fee in compliance with the valid price proposal.
- 2.5. The orders for overloaded, dangerous, oversized, and sensitive freight must be always notified by the customer while placing the order and approved by RCO in advance.

## **3. Road Transport**

- 3.1. Prices for the road transport are charged according to the valid price list.
- 3.2. RCO reserves the right to adjust the price during the year, in particular, if conditions for the road transport are significantly changed (e.g. toll, power fuels) or if business partners of RCO, providing these transports, will increase the prices of their services.
- 3.3. For road transport via terminals RCO Bratislava / Zilina / Ruzomberok / Kosice, the free of charge

period for loading / unloading and custom clearing is 4 hours from the first arrival of the container for loading /unloading or custom clearing. Time of transfer between particular stops is not included in the time period stated in the previous sentence. After exceeding the 4-hour free of charge period, a waiting time of 10 EUR / container will be charged for each commenced 30 minutes till the end of all activities/stops; the maximum waiting time fee charged for a day is 140 EUR. The consignee or consignor is obliged to confirm to the driver the end of loading or unloading on the Container Transport Sheet, i.e. Kontajnerový prepravný list (hereinafter "KPL"), which is at driver's disposal. Charges for waiting over, dangerous goods, and overweight deliveries are valid according to the actual price list.

- 3.4. If the weight on the axle of the road vehicle is exceeded due to non-proper positioning of the freight or the total container weight is exceeded, potential penalty and eventually additional costs resulting from these exceeding will be charged to the customer. Furthermore, customer will be charged for all costs and penalties connected with incorrectly declared weight of the freight.
- 3.5. Unless explicitly agreed between RCO and the customer otherwise, the weight limits are 28 gross tons (the weight with the TARRA container included) for 20' containers and 29 gross tons (the weight with the TARRA container included) for 40' containers within Slovakia. The overweight fee in the amount corresponding to 20% of the transport service price is charged in case of exceeded weight limit.  
The extra fee for overweight is calculated based on the weight data listed in the transportation documents. In case that the above mentioned weight limit is not exceeded according to the documentation but the container was during manipulation by RCO's handling device measured as overloaded / overweighted, the overweight fee will be charged. RCO will provide the customer with a picture of the handling device display showing the weight reading and identification number of the container. If the customer requires an official document on the container weight measurement, RCO can provide this document for the fee of 50 EUR per container - this fee includes the road transport to the official scale, the measurement of the container weight and weight certificate. The transport of the overloaded containers must be notified by the customer while placing the order and approved by the RCO in advance.
- 3.6. The costs for lost trucking trips are calculated separately.
- 3.7. In case of the custom clearing, other loading or unloading at a location differing from the required location of the loading or unloading, the price will be determined based on individual calculation according to the multi-stop and actual toll.
- 3.8. Rates are calculated on a base of shortest distance. In case of multi-stop on places other than requested loading / unloading point of the container or in case of loading / unloading of the container on more than one place, the rate will be calculated according to the total distance. All additional costs and expenses that shall occur in particular due to customer's requests or due to drives caused by necessity (e.g. detours, etc.), will be charged to the customer. All distances and road toll costs are counted according to software PTV Map & Guide.
- 3.9. In case of multi-stop within a (1) municipality, no extra fee will be charged. The extra fee for stops on Saturdays, Sundays, or other holidays is neither charged.
- 3.10. At loading / unloading two (2) containers within one (1) container trailer, the fee for each container is charged separately.
- 3.11. RCO can provide the handling of the container at the point of unloading / loading of a container (loading / unloading of the containers on the trailer equipped with side-reloading device). This requirement must be notified by the customer while placing the order and explicitly agreed with RCO in advance. The price for such kind of the transport service will be calculated separately.

- 3.12. Costs for leaving the container trailer at the point of unloading / loading are calculated separately.
- 3.13. The costs for the driver's assistance during loading / unloading are calculated separately.
- 3.14. When transporting the container on the trailer between the custom office and point of the loading or unloading, the customer is obliged to provide affixing of his company's seal to the container or other securing component, which enables the verification that no manipulation with the container's content was performed during the transport. The identification number of the seal or other type of the securing component will be confirmed in the Containers Transport Sheet ("KPL") or in the special protocol.
- 3.15. The extra fees for dangerous goods will be calculated in the amount corresponding to of 20% of the transport service price. It is possible to transport the classes 2 – 6, 8 – 9. The transport of the dangerous goods must be notified by the customer while placing the order and approved by RCO in advance.
- 3.16. Rates for unloading the goods from import container to a truck at RCO CY Terminal, will be charged after individual calculation.

#### **4. Rail transport from / to Koper**

##### **4.1. Containers available for import / export**

###### **trains Koper - Bratislava**

Containers must be released till 13:00, 2 working days before train departure.

For Monday departure from port of Koper till Friday, 13:00.

###### **trains Bratislava - Koper**

Containers must be physically available and accompanied with the complete documentation according to the Attachment #1 at the terminal in Bratislava at latest by 15:00 on the day of train's departure.

Container can be sent without export documents only based on a written confirmation of the customer. Such confirmation has to be sent at the latest by 15:00 on the day of train's departure.

###### **trains Zilina - Koper**

Containers must be physically available and accompanied with the complete documentation according to the Attachment #1 at the terminal in Zilina at latest by 12:00, day before of the train departure.

The complete documentation designated for further railway transport must be sent or available at the terminal at the latest **by 15:00** on the day of train's departure (trains Bratislava – Koper) and at latest by 12:00, one day before of the train departure (trains Zilina – Koper), otherwise container will be unloaded from the wagon and will not be sent to Koper; additional extra two handlings will be charged according to valid price list.

- 4.2. RCO reserves the right to change or postpone the day of train's departure.
- 4.3. RCO is not responsible for detention and demurrage charges that may occur in port of Koper, e.g. demurrage, storage, detention, repairs, custom inspection, veterinary inspections, and other fees

that RCO has not approved to pay for in advance. RCO reserves the right to re-invoice such costs and expenses to the customer.

## **5. Customs Service**

- 5.1. Prices for custom services will be charged according to the valid price list.
- 5.2. The request for custom services must be clearly defined in the order for the transport service submitted to RCO.
- 5.3. The customer is obliged to provide RCO with complete documentation needed for execution of the custom services according to the Attachment #1.
- 5.4. Transition (T1) custom clearance in the amount according to valid price offer is valid for the containers with the freight of the value up to 800, 000 EUR / container. In case the value of the freight is higher than 800, 000 EUR, the price proposal will be sent separately based on the customer's requirements. The customer is obliged to report this fact and apply for an individual price proposal for the custom service.
- 5.5. The transport of the sensitive goods in the transition (T1) regime (alcohol, tobacco products) must be notified by the customer while placing the order and coordinated with RCO in advance. It is necessary to ensure the arrival of the container to RCO's terminal on work days to make the goods available to the custom office. In case of the container's delivery out of working days, the extra costs occur. All extra costs will be calculated separately and charged to the customer in the full amount.
- 5.6. In case that the part of the goods was cleared before its arrival to the RCO CY and part of the goods remains under the custom control, it is necessary to provide this information in the transport order and submit complete documentation according to the Attachment #1, in particular, exact specification of required custom service, and exact specification of the cleared goods and goods that haven't been cleared.

## **6. Terminal Service**

- 6.1. The handling is charged according to the valid price proposal (rail x ground, ground x truck, truck x ground, ground x rail).
- 6.2. Extraordinary handling is charged according to the valid price proposal. The extraordinary handling means a handling executed upon the customer's request, eventually the ones that arose from reasons related to the customer's requirements – additional change of the dispositions, lost trucking trip, etc.
- 6.3. Repairs and maintenance of the containers are charged according to the valid price proposal. Repairs and maintenance of the damaged containers and other handling / manipulation of the container will be executed according to the instructions of the customer. In connection with the repair of the container two (2) extra manipulations are charged according to the valid price proposal. Storage charge for the containers is calculated according to the valid price proposal.
- 6.4. The maximum storage length of full containers at the RCO's terminals is **10 days free**, afterwards **3 EUR / TEU / DAY**.  
The maximum storage length of empty containers at the RCO's terminals is **10 days free**, afterwards **3 EUR / TEU / DAY**.

- 6.5. The maximum storage length for duty unpaid (not custom cleared) containers is 20 days (temporary storage). After the elapse of this period, the container must be custom cleared. The customer is obliged to handle all the particulars related to the custom clearance and provide RCO with the instructions of further steps at minimum of three (3) work days before elapse of this period.
- 6.6. It is not possible to provide the storage of dangerous goods.
- 6.7. The reloading of the goods by RCO at the RCO's terminals from the import container to the road truck, or other types of the goods manipulation are charged according to the individual calculation.
- 6.8. Cleaning and washing of the container is charged according to valid price proposal, except for cleaning after dangerous goods, as it cannot be performed in RCO's premises.
- 6.9. Reefer container service charges: 1<sup>st</sup> day of storage and connection to electricity charge is free of charge. From 2<sup>nd</sup> day on, the customer is charged 40 EUR / container / day. These charges include the plug in and plug off procedures, monitoring and energy costs. PTI (pre-trip inspection of container) is charged to the customer in the amount of **40 EUR** / test.
- 6.10 Weighing of export containers before arrival to the terminal **33 EUR** / container by automatic scale at RCO CY Bratislava / Zilina. The price is valid only under the condition of using RCO trucking and RCO rail service.
- 6.11 Weighing of import, transit and also containers which are stored at the terminal **55 EUR / container** by automatic scale at RCO CY Bratislava / Zilina.

## **7. Contact Persons**

- 7.1. The customer communicates with and contact exclusively the RCO's employees who are in charge of the customer service.
- 7.2. The contact persons for the customer service orders, invoicing, solving of urgent issues, claims, etc.

Customer Service Bratislava / Kosice team [csba.rco.sk@railcargo.com](mailto:csba.rco.sk@railcargo.com)  
Customer Service Zilina / Ruzomberok team [csza.rco.sk@railcargo.com](mailto:csza.rco.sk@railcargo.com)

Opening Hours: work days from 7:00 to 18:30

A person in charge for the customer service for Bratislava / Kosice:  
Ľudovít Horváth, Sales & Customer Service Manager for South Ports, cell +421 911 679 435,  
[Ludovit.Horvath@railcargo.com](mailto:Ludovit.Horvath@railcargo.com)

A person in charge for the customer service for Zilina:  
Miroslava Hradňanská, Customer Service Manager for CIS Countries, cell +421 911 069 034,  
[Miroslava.Hradnanska@railcargo.com](mailto:Miroslava.Hradnanska@railcargo.com)

- 7.3. Contact persons for commercial activities:

For new projects and price proposals in relation to assembly of full container trains:  
Adam Gastan, Procurist, Commercial & Operations Director, [Adam.Gastan@railcargo.com](mailto:Adam.Gastan@railcargo.com)

For price offers on road transport service and single-shipment railway transport, contact the sales team:

Sales Team Rail Cargo Operator Slovakia [sales.rco.sk@railcargo.com](mailto:sales.rco.sk@railcargo.com)

Opening hours: working days from 8:00 to 16:30

## **8. Addresses of the RCO's Terminals in Slovakia and Opening Hours**

### **RCO CY Bratislava**

Lúčna ulica 2, 821 09 Bratislava, GPS: 48.1364242 / 17.1609887

Opening Hours: every day from 6:00 to 19:00

The 24/7 service is provided for the truck deliveries.

Contact: your customer service team, [csba.rco.sk@railcargo.com](mailto:csba.rco.sk@railcargo.com)

### **RCO CY Zilina**

Bratislavská cesta 60, 010 01 Zilina, GPS : 49.2306909 / 18.7289514

Opening Hours: working days from 6:00 to 22:00, Saturdays and Sundays from 6:00 to 18:00

The 24/7 service is provided for the truck deliveries.

Contact: your customer service team, [csza.rco.sk@railcargo.com](mailto:csza.rco.sk@railcargo.com)

### **RCO CY Ruzomberok**

Lisková, 034 81 Lisková, GPS: 49.0857425 / 19.3479669

Opening Hours: working days from 7:00 to 17:00

The 24/7 service is provided for the truck deliveries.

Contact: your customer service team, [csza.rco.sk@railcargo.com](mailto:csza.rco.sk@railcargo.com)

### **RCO CY Kosice**

Areál prekladiska Haniska; 040 66 Kosice, GPS: 48.6276371 / 21.2334606

Opening Hours: working days from 6:00 to 16:00

The 24/7 service is provided for the truck deliveries.

Contact: your customer service team, [csba.rco.sk@railcargo.com](mailto:csba.rco.sk@railcargo.com)

## **9. Final Provisions**

- 9.1. This Tariff Appendix for Container Transport via RCO Terminals Bratislava, Zilina, Ruzomberok, Kosice in 2016 stays valid from 1.1.2019 to 31.12.2019. It is defined on base of present external conditions, such as valid legislation, regulations and terms, international agreements and pacts, exchange rates, rate conditions of significant subcontractors (supplies and services). RCO hereby reserves the right to unilaterally modify this Tariff Appendix. Any changes or amendments to this Tariff Appendix require a written form. Changes become valid and effective on the day of publication of this Tariff Appendix and would end either by the term stipulated therein or together with new Tariff Appendix.
- 9.2. The prices in the price proposals are specified without value added tax. The VAT will be calculated according to the valid legal norms. In case of the customer's title for charging the service without the value added tax, the customer has to provide RCO with documents required under Slovak legislation for charging the service without the VAT.
- 9.3. This Tariff Appendix applies exclusively for services provided by Rail Cargo Operator – CSKD s.r.o., branch office in Slovakia, with its registered seat in Zilina, Bratislavská cesta 60, ZIP Code: 010 01, Slovak Republic.

- 9.4. RCO hereby informs you that all contractual arrangements (transport or other services) concluded between RCO and its clients are also ruled by General Conditions of the business company Rail Cargo Operator – CSKD s.r.o. in its full issue (<http://www.railcargooperator.cz/iMechanics/ContentFiles/Download/General%20terms%20and%20conditions%202016%20SR.pdf>), currently valid price Tariffs for concrete transport relations their Appendices and by the price lists. By release or transmission of a container for transport in the regime of RCO, the customer declares his acknowledgement, understanding and acceptance therewith. In case of any derogation of General business terms and conditions of the business company Rail Cargo Operator – CSKD s.r.o. from the Tariff Appendix or price Tariffs of RCO or appropriate price lists, the text of the Tariff Appendix, price Tariffs or appropriate prices lists of RCO shall prevail.
- 9.5. The customer commits himself to comply with all foreign trade regulations of the countries concerned and the European Union; this relates in particular to the import and export of items that require authorization including so-called dual-use items (economic assets which can be used for both civil and military purposes). The customer must inform us in writing and in due time about any and all orders, prohibitions and restrictions with regard to the items to be sent. The customer will indemnify us and hold us harmless for any damages resulting from non-compliance with foreign trade regulations. Moreover, the customer is responsible for checking the names and addresses against the anti-terrorism lists issued by certain institutions. In case of (transportation) services into countries that are addressees of sanctions/trade restrictions the customer must submit a declaration in connection with foreign trade regulations.

**Attachment #1 General Operational Terms and Conditions for Container Transport via RCO Terminals Bratislava, Zilina, Ruzomberok, Kosice**

**List of Data Required in Transport Service Order**

**EXPORT:**

- Exact place of takeover of the transport container
- A binding information whether it is an export to a third country
- A stock and release number
- Shipping company, name of the ship and the deadline within which the container shall be delivered and delivery reference
- Number, type by ISO, size of container and its owner
- Port of shipment and to whom it to be at disposal
- Turn-in reference in the port
- Information about shipment (name of ship; ready; ETS)
- Destination terminal
- Port of destination/ country
- Type of goods (if the dangerous goods: RID, IMO declarations, UN number; official title of

- substance; number(s) of safety signs; packaging category; if class #1, total net weight for explosive substances and total net weight for each piece, instructions for the case of accident
- Estimated weight of the goods in each container
- customer
- Loading code, reference for loading
- Place of loading, date & time of loading, name & phone number of the contact person for loading
- Place of custom clearing, time and date of custom clearing
- Type of documents accompanying the shipped goods (T5, AAD, T1, etc.), information about submitting the custom documents
- Seal (yes-no)
- Total value of the goods if it exceeds 400 000 EUR per container
- Possible special requirements concerning chassis or railroad wagon, if loading is placed on a rail

**IMPORT:**

- A binding information whether it is an import from a third country / country of origin
- Number & identification of the containers, type by ISO, size of the container and its owner
- Port for container delivery / terminal, Port of origin
- Exact place of takeover of the container and the date, from which it will be available in the seaport
- Information about ship / vessel (name of ship, ETA, who releases and releasing number)
- Custom status (duty not paid, cleared in the port, union goods), relevant registration number from the customs system in case of declared goods, in case of the goods from EU the appropriate serial number registered at the customs office (so called Lauf-Nr.)
- Declaration of the goods (invoice and Bill of Lading)
- It is necessary to provide the information if the containers were already cleared in the port
- Documents that were issued for the shipment and should accompany the shipment (e.g. T2L)
- Exact description of the goods (name, material, purpose, six-digit HS custom code, weight, number of pieces, packaging, country of goods origin, list by the volume and type of single containers, if dangerous goods: RID, IMO declarations, UN number, official title of substance, number (s) of safety signs, packaging category, if class #1, total net weight for explosive substances and total net weight for each piece, instructions for the case of accident)
- If wood packaging material comprised in whole or in part of non-manufactured coniferous woods originating in Canada, China, United States of America or Japan has been used in container with goods declared to customs, the customer is obliged to submit a certificate on plant health checks of this packaging
- Total value of the goods
- Veterinary certificate, phytosanitary certificate, other similar certificates for containers requiring such controls
- Number of seal
- Address, date and time of the delivery and customs clearance
- Name of receiver - code, reference for unloading
- If duty not paid goods, place of custom clearance and contact person
- Place of unloading, name & phone number of the contact person for unloading, potential date of unloading
- Depot for returning an empty container, acceptance data for relevant deposit, turn in - shipping company