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2020 General Terms & Conditions and Price List For Movement Services in the Port of Trieste and Relevant Logistics



Iscritta al Registro delle Imprese di Trieste al n./codice fiscale/partita IVA 01033440320
Capitale sociale Euro 600.000,00 i.v.

Ai sensi dell'art. 13 del GDPR, Vi informiamo che i Vostri dati, acquisiti e/o acquisibili nel corso del rapporto giuridico tra noi intercorrente, sono o potranno essere oggetto di trattamento da parte della ns. Società per fini d'adempimento contrattuale, amministrativo-contabili e di comunicazione commerciale relative ai soli prodotti e servizi da noi proposti e, più in generale, nel rispetto della normativa sopra citata e degli obblighi di sicurezza e riservatezza previsti. Informativa completa è disponibile presso il sito: www.adriafer.com.



CONDITIONS AND RATES OF THE TRIESTE PORT SERVICE

The present document regulates the movement and hauling of railway wagons and trains, arriving at and departing from the Port of Trieste area (Porto Franco Nuovo – PFN and Industrial Port), as well as the relative ancillary activities executed by Adriafer S.r.l. as Sole Manager appointed by the district operators with resolution no.545/2018 of the AdspMAO President.

The service is provided by Adriafer S.r.l, who is a holder of Safety Certificate part A no. IT1120170007 and part B, no. IT1220170018, issued by ANSF.

Definitions:

Movement services: operations of assembling and disassembling of rolling stock and execution of required composing and detaching of trains; moving rolling stock from place to place on the premises in compliance with the current laws in effect.

Operating regulations: operating regulations that govern railway safety via application of national safety laws.

Infrastructure Manager: manager of the National Railway Infrastructure (IFN) – RFI and the IFN under the authority of the Port System of the Eastern Adriatic Sea (AdSP – Trieste).

Terminal Manager: entity that coordinates movement activities and terminal handling, point of contact for various operators (trackmen, forwarders, MTO, railway business, etc.). When port terminal operators request a movement service, they are hereafter referred to as Clients.

Customs Railway Crossing: International Port of Trieste railway entry and exit checkpoints, where Railway

Business operators or their representatives present documentation, and trains are checked by the *GDF*.

Port Railway Service (SFP): activities carried out by Adriafer S.r.l as a service provider.

Railway Businesses: ANSF certified, providing railway transport on the national and international railway networks. The main railway businesses who operate at Trieste Campo Marzio have an agreement with Adriafer for carrier services on RFI railways at Trieste Campo Marzio. There are procedures in place for carrier service providers based on this agreement. Railway businesses who operate wagons compliant with the legal norms in effect, are defined as Railway Businesses, and when they request a movement service, they will be referred to hereafter as Clients.

Terminal operators, and/or Multimodal Transport Operators (MTOs): forwarders and/or receivers of transport who request a move will hereafter be referred to as Clients.

A – PORT

Service

Adriafer S.r.l offers ancillary services to railway transport, movement and hauling of railway wagons and trains arriving in and departing from the Port of Trieste area, as well as relative complementary activities

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at the rates indicated in SEC II., for companies who offer railway transport, terminal operators, MTOs (Multi Transport Operators) and operators in general (forwarders and/or receivers). Operations are executed by Adriafer S.r.l. within the limits set by the railway infrastructure and by the technical and human resources at its disposal, and when external factors do not persist.

SECTION I – SFP GENERAL TERMS AND CONDITIONS

Operating hours

The operating hours of the Port Railway Service operated by Adriafer for Porto Franco Nuovo are as follows:

The Operative Sector

For the **Porto Franco Nuovo** – 24 hours a day, 7 days a week

For the **Industrial Port** – Monday through Friday 08:30-17:30, subject to variations based on the scheduled trains, agreed upon with Adriafer Srl.

Special services

Requests for services other than those normally planned during the week, and therefore special, must be made in advance and will be accepted within the limits of available human and material resources.

Non-working days

Normally non-working days are those days on which terminal operators affiliated with the railway are not on duty. The following are, but not limited to, examples of non-working days: January 1st, Easter Sunday and Monday, 25th April, 1st May, 15th August, 1st and 3rd November Patron Saint's Day, 8th December, 25th and 26th December. Should it be necessary to request an operation on one of the above-mentioned days, it can be arranged as a special service.

Administrative sector

Monday to Friday from 08:00 to 15:36.

Client Services and Terms of Service

Affirming that Adriafer Clients are those accredited and considered trustworthy as per Adriafer procedures, below are definitions of the activities carried out by Movement Operator as client services.

1. **Regular services** (complete train terminalisation) are carried out by Adriafer and in accordance with the district planning document (M53) shared with RFI, IF and Port System Terminals. Adriafer is committed to providing railway fleet movements in accordance with the district planning document and those movements executed in Operational Handling previously agreed upon with Adriafer. In case of delays of departing and arriving trains, as well as execution of planned movements, parties will refer to the times agreed upon in the SLA (Service Level Agreement).

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2. The cost of operations and **additional movements** after the stationing of arriving and departing wagons/trains at regularly determined spots, are charged to the Client requesting the service.
3. The Client requesting the service must abide by the regulations relative to the goods being transported and the application of the same, as well as any regulation issued by the Public Authority. Furthermore, according to the present service regulations, the Client is charged for any type of request for moving services during port stopovers and is required to compensate for any damages to RPS rolling stock, personnel and vehicles.
 - a. If the Client has not communicated in a timely fashion the location where the wagons and trains need to be situated, or if the location is not available (also due to other wagons waiting to be loaded or unloaded), or access is obstructed or service or safety issues persist, the wagons will be distributed in other available locations, predetermined or deemed appropriate by Adriafer. **Any other moving requests by the Client or subsequent above listed reasons are charged to the Client.**
 - b. All movement of wagons requested subsequent to the previous point (delivery/repeat delivery from/within the terminal) are charged to the Client, based on the specific rates determined for "Ancillary Services" and must be agreed upon in advance with the Planning and Moving Office of the RPS. **All moving of railway wagons requested by the Client that is not part of the railway shipment or reshipment are charged to the Client.**
4. Adriafer reserves the right to refuse wagons whose freight is not compliant with the safety regulations relative to rail transport. Wagons departing from the port that cannot be accepted by the railway carrier because non-compliant with the technical load regulations or lacking transport documents or for other causes attributed to the loading Client, are transferred from the departure platforms to another available platform in the port area, with the related moving charges and any stops accumulated by the requesting Client.
5. Adriafer is not responsible for the defining of the transport contract and its clauses between the Client and the railway company. In the case of closed wagons, any damage to them and/or freight detected upon unloading, must be immediately and directly escalated by the Client to the managing body of the railway company, requesting action and suspending unloading until the action is completed.
6. Following the unloading operation, if the wagons need to be returned empty to Adriafer, the Client has the obligation to clean them. Any waste resulting from unloading and cleaning operations must be disposed of in the appropriate containers inside the terminals. Wagons that are considered dirty, with load residue, etc., will be placed aside by Adriafer on a platform at the port stopover. These wagons will remain at the Client's disposal who will have to arrange their cleaning at own expense, with the addition of any moving charges and stops to be paid to Adriafer.
7. Requests for wagon parking must be presented to Adriafer according to the section "Terms for Moving Service Orders".
8. Wagons with containers, either full or empty, arriving by rail to Punto Franco Nuovo at the Trieste Port and for which the receiver has not provided any information in due time regarding a delivery location, will initially be placed in the moving area of the stopover, and then upon Client's request/instructions, transferred to the points where they will have to be parked. The charges for such a parking maneuver will be the Client's responsibility. For complete or planned "multiclient"

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trains, Adriafer hires a Shipping logistics operator and/or M.T.O. (Multimodal Transport Operator).

In such cases a charge of **€60.00 per wagon** will be applied.

SECTION II – RPS RATES

Rate Code	BASIC SERVICE RATES
01.01.A	PFN – Arrival - (Complete Train Terminalisation) – <u>A single-step train movement</u> , from Trieste Campo Marzio to the wagons unloading terminal: an operation in which Adriafer receives an incoming train in Trieste Campo Marzio from railway companies with a single movement (without stopping in the railway park) and delivers them to the single final destination terminal for unloading 700,00 (euros/complete train)
01.01.AS	with a stop and/or additional movements in the railway park 1.200,00 (euros/complete train)
01.01.P	Departure - (Complete Train Terminalisation) – <u>A single-step train movement</u> , from the loading terminal of Trieste Campo Marzio for departure; an operation in which Adriafer takes the wagons composing a train from a terminal with a single movement (without stopping in the railway park) and delivers them to the departure railway in Trieste Campo Marzio. 700,00 (euros/complete train)
01.01.PS	with a stop and/or additional movements in the railway park 1.200,00 (euros/complete train)
01.02.A	PFN – Arrival – (Terminalisation with disassembling) – Movement of complete trains requiring <u>disassembling</u> at two different points on the Port and/or Terminal platform, from Trieste Campo Marzio to the unloading terminal, without stopping in the Adriafer railway park 750,00 (euros/complete train)
01.02.AS	with a stop and/or additional movements in the railway park 1.250,00 (euros/complete train)

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01.02.P PFN - Departure – (Terminalisation with disassembling) – Movement of complete trains requiring assembling at two different points on the Port and/or Terminal platform, from Trieste Campo Marzio to the unloading terminal, without stopping in the Adriafer railway park

750,00 (euros/complete train)

01.02.PS with a stop and/or **additional movements** in the railway park

1.250,00 (euros/complete train)

Note: Adriafer is not responsible for filling out and handing in customs documents at the Guardia di Finanza railway crossing. Should the aforementioned documents be handed in late with respect to the scheduled train movement and consequently force the train to be held up on a port railway platform, the single-step movement rate will not be applied, but each necessary movement will be separately charged:

€500,00 (euros/ train/complete fleet)

DCT-A INDUSTRIAL PORT – DCT – Arrival – Basic service including parking in the terminal of complete trains or with assembling/disassembling, transfer between yards other than the terminal

€500,00/train

DCT-P INDUSTRIAL PORT – DCT – Departure – Basic service including pickup of wagons of a train from the terminal, reassembling of rolling stock, transfer between yards other than the terminal

€500,00/train

SID-A INDUSTRIAL PORT - TRIESTE STEEL – Arrival – (Complete Train Terminalisation) – transfer from pickup and delivery platforms and delivery of P/C in

Servola, and introduction of the complete train on the terminal platform

€500,00/train

SID-P INDUSTRIAL PORT - TRIESTE STEEL – Departure – (Complete Train Terminalisation) – removal and reassembling of the rolling stock from the terminal platform and transfer of P/C to a platform in Servola

€500,00/train

MDC-A INDUSTRIAL PORT – Fleet Movement – Arrival – transfer from pickup and delivery (P/C) platforms in Trieste Campo Marzio Fascio Base to platforms in Servola

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€450,00/train

MDC-P INDUSTRIAL PORT – Fleet Movement – Departure – transfer from platforms in Servola to pickup and delivery (P/C) platforms in Trieste Campo Marzio Fascio Base

€450,00/train

COMPLEMENTARY PFN SERVICES

01.03 PFN - Removal or addition of wagons due to breakdown: This movement can be requested by providing Adriafer Control Room with a scanned NA label or Appendix no.4 of the CUU of the wagon

53,00 (euros/wagon)

01.04 PFN – Removal or addition of wagons

100,00 (euros/wagon)

01.05 PFN – Additional move: for the removal or addition of arriving or departing train wagons with different unloading/loading destination terminals; for the movement between different terminals and for the movement onto the moving area and vice versa

150,00 (euros/wagon)

01.06 A PFN – Arrival: Movement to park complete trains in arrival at the Terminal which require splitting up into compound segments of at least two wagons to allow for unloading

60,00 (euros/wagon)

01.06 P PFN - Departure Movement to park complete departing trains at the Terminal which require recomposing from compound segments of at least two wagons to allow for loading

60,00 (euros/wagon)

01.07 Terminal – PFN – Transfer: An additional movement for fixed composition fleet transfers from one platform to another inside a port terminal for in-terminal requirements (rate per complete train regardless of any splitting)

1.000,00 (euros/complete train)

01.08 PFN - Availability of an area for small maintenance and repair interventions on railway wagons (platform named “10 arrivals”), including wagon sorting and parking maneuvers

53,00 (euros/wagon)

01.09 PFN - Railway use for operational stationing of Ro-La trains, for the sole purpose of loading/unloading of incoming/outgoing semitrailers

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		15,00 (euros/wagon)
MA	PFN – Additional Movement: removal of empty fleets after unloading by the responsible terminal or, vice-versa, introduction of empty fleets at the Terminal for loading	
		500,00 (euros/complete train)
MSA	PFN – Secondary Movement – Arrival: operation of delivery of incoming fleets by the primary forwarder in Trieste Campo Marzio, introduction of these fleets into the destination terminal for unloading	
		500,00 (euros/complete train)
MSP	PFN - Secondary Movement – Departure: overall operation of loaded fleet pickup from the terminal and their positioning on the pickup/delivery platform for the primary forwarder in Trieste Campo Marzio	
		500,00 (euros/complete train)

Note: MSA and MSP services can be requested exclusively in case of congestion (e.g. due to force majeure) and cannot replace the 01.01 AS, 01.01 PS, 01.02AS, 01.02 PS services.

COMPLEMENTARY TSCM SERVICES

Coefficient ex
PIR 2012

A	TSCM – Detachment of mainline locomotive	15,00 (euros/operation)
B	TSCM – Attachment of mainline locomotive	15,00 (euros/operation)
C	TSCM – Removal of tail lights	15,00 (euros/operation)
D	TSCM – Attachment of tail lights	15,00 (euros/operation)
E	TSCM – Removal of wagon or reintegration of group of adjacent wagons	70,00 (euros/removal/reintegration)
G	TSCM – Piloting-routing of mainline locomotives	25,00 (euros/routing)
L	TSCM – Further movements (other than terminal services)	

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80,00 (euros/train)

MPA **TSCM – Primary Movement - Arrival:** operation of incoming fleet delivery, from the RFI transit platform at the Lds of Trieste Campo Marzio, introduction of the fleet into the Adriafer park

300,00 (euros/complete train)

MPP **TSCM – Primary Movement - Departure:** operation of fleet movement from the Adriafer park to the transit platform of the Lds of Trieste Campo Marzio

300,00 (euros/complete train)

COMPLEMENTARY INDUSTRIAL PORT SERVICES – DCT

DCT-FO **INDUSTRIAL PORT – DCT** – Extra hours before/after shift (max 3 hours)

95,19 (euros/extra hour)

DCT-TU **INDUSTRIAL PORT – DCT** – Complete shift of 7 hours and 36 minutes

651,30 (euros/shift)

STOPOVER FEES

Stopover/Parking fees of rolling stock at the Port platforms.

Free of charge parking is offered for the first 24 hours from the moment a fleet is introduced into Adriafer park or from the moment of extraction after unloading on the terminal.

N.B.: The parking of fleet containing dangerous goods is not allowed.

04.01 For memory

04.02 For each additional 24h period

60.00 (euros/wagon)

SERVICE REQUESTS THROUGH THE ELECTRONIC SYSTEM FOR MOVEMENT HANDLING

Movement services will have to be requested through the SIA (Adriafer Electronic System), to which operators have access via password or PIC in case of a railway business. The system's point of reference is the District Planning Document, which gathers the requests of ordinary traceability from railway businesses shared with Terminals and Adriafer.

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If the electronic system becomes temporarily unavailable, a movement request should be sent via email using the specific form (Attachment 1) to trazioni.adriafer@adriafer.com and ordinazioni.adriafer@adriafer.com. No requests will be accepted over the phone.

Regardless of the ownership of wagons to be moved, the requesting party will be charged Adriafer service fee, since the owner's consent is implicitly presumed.

TERMS FOR ORDER CANCELLATION REQUESTS OR ADDITIONAL SHIFTS

Any service cancellation requests and/or additional shifts will be accepted at no charge to the Client under the following conditions:

- a) For moves planned from Monday through Saturday for Clients of the 1st, 2nd and 3rd work shift, by 2.00 p.m. of the previous work day.
- b) For moves planned on Sundays for Clients of the 1st, 2nd and 3rd shift, by 2.00 p.m. of the preceding working Friday.

Should cancellation requests not be made in compliance with the terms described above, the service will be entirely charged to the owner of the request, even if not carried out.

PAYMENTS AND GUARANTEES

The financial guarantees provided by the Client for the obligations deriving from the transport contract for the "movement service" are regulated by the agreement with the Client and services will be provided upon the payment of a deposit or bank guarantee equivalent to a two-month payment, which is calculated based on the first 8 months of year 2019.

Adriafer S.r.l. will collect the deposit or guarantee if the payment is not made after the third reminder sent by the administrative offices of the Company.

The payment of movement and ancillary services provided by Adriafer is made as follows:

The Client must pay within 30 days of the invoice issuing date by means of a bank transfer, with fixed value date for beneficiary, to the bank account specified in the Client agreement. Adriafer reserves the right to require guarantees for this form of payment.

For proper payment transmission, the Client must issue bank wire transfers to one of the following IBAN codes:

IBAN: IT 94 Y 08928 02200 010000045074 – BIC: CCRTIT2TV00 – ZKB – branch of Opicina;

IBAN: IT 48 T 01030 02230 000004216455 – BIC: PASCITM1TST – MPS – branch of Trieste.

In case of a late payment, interests will be paid to the carrier at the rate established by credit collection agencies. Should an early payment be made for the transport services, the Client must provide the carrier with the proof of payment.

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Based on a significant number of requests made by Clients regarding planned moving of trains during the year, Adriafer is willing to define SPECIAL AGREEMENTS, binding for all parties, which allow a better organization of moving services, determining also better pricing compared to those indicated above.

The present general conditions for movement services refer to Italian legislations, the civil code, and the current laws in effect relevant to the subject matter. Any resulting controversies will fall under the jurisdiction of the Tribunal of Trieste.

Annexes:

- Annex 1a – Request form for TSCM movement in case of SIA malfunctioning;
- Annex 1b – Request form for PFN movement in case of SIA malfunctioning;
- Annex 2 – Model contract between Sole Manager of the movement and IF;
- Annex 3 – Description of service facility;
- Annex 4 – Facility plan.

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