

Adriafer Srl

Porto Franco Nuovo 2017 Price List



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CONDITIONS AND RATES OF THE TRIESTE PORT SERVICE - PFN

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), as well as the relative ancillary activities executed by Adriafer S.r.l., according to and effective by the Port Railway Service Concession Act Nr. 1834, of March 25th, 2004, issued by the Trieste Port Authority.

A – COMMERCIAL 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 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.

Definitions

Activities performed by Adriafer S.r.L for execution of services will henceforth be referred to as

Railway Port Services, RPS in short.

Railway Businesses are those ANSF certified, and they provide railway transport on the national and international railway network. 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 Business, and when they request a move service they will be referred to as Clients.

When Terminal operators request a move, they will consequently be referred to as Clients.

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

RFI is the National Infrastructure managing authority with whom Adriafer will collaborate on incoming and outgoing fleets in Port (PFN).

SECTION I – GENERAL TERMS AND CONDITIONS OF THE RPS

Operating hours

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

The Operative Sector

24 hours a day, 7 days a week

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, 1 and 3rd November Patron Saint's Day, 8th December, 25th and 26th December.

Should it be necessary to request an operation on of the above mentioned days, it can be arranged as a special service.

Administrative sector

Monday to Friday from 07:00 to 14:36.

Client relations

Adriafer Clients are those accredited and considered trustworthy according to the Adriafer procedures. The following is an explanation of the relationship conduct:

1. The cost of operations and **additional movements** after the parking of arriving and departing wagons/trains at regularly determined spots, are charged to the requesting the service Client.
2. The Client requesting the service must abide by the regulations relative to the merchandise 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 inside port stopovers and is required to reimburse any damages to RPS rolling stock, personnel and vehicles.
3. If the Client has not communicated the location where the wagons and trains need to be situated in a timely fashion, 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 RPS. Any other moving requests by the Client or subsequent above listed reasons are charged to the Client.
4. 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.
5. The RPS 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.

6. The RPS 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.
7. Following the unloading operation, if the wagons need to be returned empty to the RPS, 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 the RPS 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 the RPS.
8. Requests for wagon parking must be presented to the RPS according to the section "Terms for Moving Service Orders".
9. When the Client requests an urgent introduction of railway wagons arriving at the RFI stopover (Trieste Campo Marzio for Porto Franco Nuovo), the time required for necessary checks by appointed bodies notwithstanding, it is RPS's discretion to carry out set services based on business needs. The same procedure is applied to urgent transfers of wagons parked in the RFI sorting area.
10. Wagons with containers, either full or empty, arriving by rail to carriage free points at the Trieste Port and for which the receiver has not provided any information in due time regarding 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" trains, the RPS hires a Shipping logistics operator and/or M.T.O. (Multimodal Transport Operator). In such cases a charge of **60.00 euros per wagon** will be applied.

SECTION II – RPS RATES

Code

Rate Item

- 01.01 - A single-step train movement, from Trieste Campo Marzio to the wagons unloading terminal:** a complex 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 final destination terminal for unloading.
- 780,00 (euros/complete train)**
- A single-step train movement, from the loading terminal of Trieste Campo Marzio for departure;** a complex 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.
- 780,00 (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 in the amount of 506,00 euros/complete train while waiting for the customs documents.**
- 01.02** Ordinary move in Port:
- **Arriving train:** overall operation of train delivery acceptance arriving at Trieste Campo Marzio from the primary forwarder – introduction of these into the destination terminal – parking of empty rolling stock after unloading on the port railway park platforms, in standby for reuse within 24 hours.
- 31.64 (Euros/wagon) and 506.00 (Euros/complete train)**
- **Departing train:** overall operation of parking of empty rolling stock from the Port Railway Park to the Port Terminal for loading – pick-up of loaded train from the Port Terminal and its delivery to the primary forwarder to Trieste Campo Marzio for a subsequent train departure.
- 31.64 (Euros/wagon) and 506.00 (Euros/complete train).**
- 01.03** Leftover wagon or addition of wagons due to break-downs..... **53.00(Euros/wagon)**
- 01.04** Leftover wagon or addition of wagons..... **100.00(Euros/wagon)**
- 01.05** Additional move: for movement of arriving or departing train wagons with different unloading/loading destination terminals; for movement between different terminals and for movement onto the moving area and vice versa..... **150.00 (Euros/wagon)**
- 01.06** 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)**

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 CANCELLED

01.08 Availability of an area for small maintenance and repair interventions on railway wagons (segment platform named “arrivals”), including wagon sorting and parking maneuvers**53.00 (Euros/wagon)**

01.09 Railway use for operational stationing of Ro-La trains, for the purpose of loading/unloading of accompanying semitrailers.....**15.00 (Euros/wagon, arriving and departing)**

Code

Rate Item Timed Services

02.01 CANCELLED

02.02 CANCELLED

02.03 CANCELLED

Code

Rate Item Surcharge for overtime work

03.01 CANCELLED

03.02 CANCELLED

Code

Rate item Rail storage fees for railway vehicles at the port stopover

04.01 After the first 24 h following parking in Adriafer lot and for the subsequent 24-h period..... **20.00 (Euros/ wagon)**

04.02 For each additional 24h-period**60.00 (Euros/wagon).**

04.03 CANCELLED

TERMS FOR MOVING ORDERS

Moving orders are to be carried out at designated Adriafer offices by email and the request must be submitted according to the following timelines:

- a) Moves to be carried out during the 1st, 2nd, and 3rd shift on a work day from Monday through Saturday must be ordered by 16:00 of the preceding work day.
- b) Moves to be carried out during the 1st, 2nd and 3rd shift on a Sunday must be requested by 16.00 of the previous working Friday.
- c) A holiday move during the week must be requested the previous work day must be requested by 16:00 on the preceding work day.

TERMS FOR ORDER CANCELLATION REQUESTS OR ADDITIONAL SHIFTS

Any service cancellation requests 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 14.00 of the previous work day.
- b) For moves planned on Sunday for Clients of the 1st, 2nd and 3rd shift, by 14.00 of the preceding working Friday.

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

PAYMENTS

Payment for moves and ancillary services provided by Adriafer should be made in the following ways:

1. Upon request of service by certified cheque and/or wire transfer made out to Adriafer.
2. By wire transfer made out to Adriafer, indicating that payment should be made within 30 days from the invoice issue date. For this form of payment, Adriafer reserves the right to request appropriate warranties.

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 improved prices compared to those indicated above.