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# Adriafer Srl

2018 Price List

Porto Franco Nuovo – Industrial Port



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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 25<sup>th</sup>, 2004, issued by the Trieste Port Authority.

The service is provided by Adriafer S.r.l, who is a holder of Safety Certificate part B, no. IT1220170018, issued by ANSF on July 11, 2017.

### Definitions:

**Movement services:** operations of assembling and disassembling of cars and execution of required composing and detaching of trains; moving cars 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 in order to provide its services.

**Railway Businesses:** 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 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 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 – 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**

For the **Industrial Port** – 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 1<sup>st</sup>, Easter Sunday and Monday, 25<sup>th</sup> April, 1<sup>st</sup> May, 15<sup>th</sup> August, 1 and 3<sup>rd</sup> November Patron Saint's Day, 8<sup>th</sup> December, 25<sup>th</sup> and 26<sup>th</sup> 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 07:00 to 14:36.**

## **Client Services and Terms of Service**

Adriafer Clients are those accredited and considered trustworthy according to the Adriafer procedures. The following is an explanation of the activities of Movement Operator in order to provide client services:

1. **Regular services** are carried out by Adriafer and in accordance with M 53, integrated and shared with RFI, IF, Port System Terminals. Adriafer guarantees railway fleet movements in accordance with integrated M 53, 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).
2. 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.
3. 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.

4. 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 Adriafer. **Any other moving requests by the Client or subsequent above listed reasons are charged to the Client.**
5. 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.**
6. 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.
7. 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.
8. 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.
9. Requests for wagon parking must be presented to Adriafer according to the section “Terms for Moving Service Orders”.
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, 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 Item Code**

- 01.01.A** - **PFN – Arrival - A single-step train movement**, 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** in the Adriafer railway park.....**1,200.00 Euros/complete train**
  - 01.01.P** - **PFN Departure - 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 for departure  
.....**700,00 Euros/complete train**
  - 01.01.PS** – **with a stop** in the Adriafer railway park.....**1,200.00 Euros/complete train**
  - 01.02.A** - **PFN – Arrival – Movement of complete trains requiring disassembling** 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** in the Adriafer railway park .....**1,250.00 Euros/complete train**
  - 01.02.P** – **PFN - Departure - 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** in the Adriafer railway park.....**1,250.00 Euros/complete train**
- In order to favour the respect of the integrated M 53 program with Trieste Campo Marzio and PFN, required for the most adequate usage of residual capacity of the Railway Infrastructures and avoidance of evergrowing disorganized rail traffic, Adriafer will apply a 10% discount to the price of a complete incoming train, in compliance with the schedule indicated in M 53 and immediately delivered to Adriafer. The same applies to outgoing trains that are delivered from the terminal to Adriafer, two hours before the departure time indicated in M 53.**
- 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**
- MA** - **PFN – Additional movement within Porto Franco Nuovo:** removal of empty fleets after unloading by the responsible terminal, or vice versa, the introduction of empty fleets into terminals for loading:.....**500,00 Euros/train/complete fleet**

- MSA** - **PFN – Secondary movement – Arrival:** overall operation of train delivery acceptance arriving at Trieste Campo Marzio from the primary forwarder – introduction of these 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 at Trieste Campo Marzio.....**500,00 Euros/complete train**
- 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:.....**450,00 Euros/train**
- DCT-P** - **INDUSTRIAL PORT – DCT – Departure** – Basic service including pickup of wagons of a train from the terminal, reassembling of vehicles, transfer between yards different from other than the terminal.....**450.00 Euros/train**
- SID-A** - **SIDERURGICA TRIESTINA – Arrival** – transfer from pickup and delivery platforms and delivery of P/C in Servola and introduction of the complete train on the terminal platform. ....**450.00 Euros/train**
- SID-P** - **SIDERURGICA TRIESTINA – Departure** – removal and reassembling of the rolling stock from the terminal platform and transfer of P/C to a platform in Servola.. ....**450.00 Euros/train**
- 01.03** - Leftover wagon or addition of wagons due to a breakdown.....**53.00 Euros/wagon**
- 01.04** - Leftover wagon or addition of wagon.....**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** - **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**
- **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 – Transfer:** An additional movement for *fixed composition* fleet transfers from one platform to another inside a port terminal for internal 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 (segment platform named “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 purpose of loading/unloading of accompanying semitrailers arriving and departing.....**15.00 Euros/wagon**

**Ancillary services on Trieste Campo Marzio rails:** requests for any such services should be made according to the interface procedures agreed upon with railway businesses.

**Rate item code**

**03.01**            **Rate Item Surcharge for overtime work (to be defined from time to time)**

**Rate item code 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.**

## **SERVICE REQUESTS THROUGH THE COMPUTER SYSTEM FOR MOVEMENT HANDLING**

Movement services will have to be requested through the SIA (Adriafer Computer System), to which operators have access via password or PIC in case of a railway business. The system's point of reference is M 53, composed and integrated by RFI following a trace request by railway business shared by the terminals.

In all other cases, movement requests should always be made to the Adriafer offices, which will then be inserted into the SIA by an Adriafer port coordinator.

## **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 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> work shift, by 14.00 of the previous work day.
- b) For moves planned on Sundays for Clients of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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.**

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