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GENERAL TERMS & CONDITIONS – PRICE LIST 2023 for Movement Services in the Port of Trieste and Relevant Logistics



Registered Office:

PUNTO FRANCO NUOVO

MAG. 53 snc

34123 TRIESTE

P.I. 01033440320

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Registered with the Register of Companies of Venezia Giulia under registration no./fiscal code/VAT number 01033440320 Share capital Euro 1.500.000,00 i.v.

In compliance with Art. 13 of Law Decree no. 196/03 and GDPR EU 679/2016, we inform you that the personal data that are/can be gathered during the contract period are or can be processed by our Company for contract, administrative, accounting and marketing purposes related solely to the products and services we propose and, more in general, in compliance with the above mentioned regulations and with the privacy and security obligations they include. The complete information can be found at the website: www.adriafer.com.

CONDITIONS AND RATES OF THE TRIESTE PORT SERVICE

This 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 relevant ancillary activities carried out by Adriafer S.r.l. as Sole Manager appointed by the district operators with resolution no.545/2018 of the AdspMAO President.

Adriafer S.r.l holds the Unique Safety Certificate No. EU1020220162, issued by ERA.

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.

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A – PORT AND RELEVANT LOGISTICS

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).

Adriafer S.r.l. carries out the operations within the limits set by the railway infrastructure and by the technical and human resources at its disposal, as stated by the District Planning Document, 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 are as follows:

Operational Sector

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

For the **Industrial Port** – Monday to Friday 08:30-17:30, subject to variations based on the scheduled trains, in the District Planning Document.

For the **Interporto di Trieste** (intermodal freight terminal) – Monday to Saturday 8.00 – 0.00; subject to variations based on the scheduled trains, in the District Planning Document.

For **PLT** from Monday to Sunday 08.00 - 20.30; timetables may be subject to change depending on the definition of the Scheduling Document of the District, concerning scheduled trains.

Special services

Requests for services that have not been agreed upon in advance and that differ from the services scheduled during the week and published in the District Schedule, are extraordinary and must be submitted 24 hours in advance and will be accepted within the limits of available human and technical resources and facilities.

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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 8 a.m. to 3.36 p.m.

Services to Clients and Terms of Service

Given that Adriafer Clients are those accredited and considered trustworthy as per Adriafer procedures, here are the definitions of the activities carried out by Sole Manager as services to clients.

1. **Regular services** (complete train terminal services) are carried out by Adriafer and in accordance with the district planning document shared among 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, Adriafer adopts in its contracts a system for monitoring the quality of the movement services, in compliance measure 12 of the ART 130/2019 with particular reference to the movement times the parties agree upon in the SLA (Service Level Agreement) contained in the contract between SM and RB.
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.

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.

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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.**

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.**

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.

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.

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.

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Requests for wagon parking must be presented to Adriafer according to the section “Terms for Moving Service Orders”.

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” trains, Adriafer hires a Shipping logistics operator and/or M.T.O. (Multimodal Transport Operator). In such cases a charge of **€65,00 per wagon** will be applied.

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SECTION II – RPS RATES

Rate Code	BASIC SERVICE RATES
01.01.A	PFN – Arrival - (Complete Train Terminalization) – <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 on the Adriafer railway park and/or RFI sidings) and delivers them to the single final destination terminal for unloading 750,00 euros (complete train)
01.01.AS	with a stop and/or additional movements in the railway park ... 1.250,00 euros (complete train)
01.01.P	PFN – Departure - (Complete Train Terminalization) – <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 on the railway park and/or RFI sidings) and delivers them to the departure railway in Trieste Campo Marzio. 750,00 euros (complete train)
01.01. PS	with a stop and/or additional movements in the railway park 1.250,00 euros (complete train)
01.02.A	PFN – <u>Arrival</u> – (Terminalization 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 800,00 euros (complete train)
01.02. AS	Stopping and/or performing ancillary shunting on Adriafer and/or RFI secondary tracks: 1.300,00 euros (complete train)
01.02.P	PFN – <u>Departure</u> – (Terminalization with disassembling) – Movement of complete trains requiring <u>assembling</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 800,00 euros (complete train)
01.02.PS	- Stopping and/or performing ancillary maneuvers on the Adriafer railway park: 1.300,00 euros (complete train).

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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 charged separately:

.....500,00 euros (per 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:..... **750,00 euros/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: **750.00 euros/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: **750.00euros/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:..... **750.00 euros/train**

- PLTS-A** - **INDUSTRIAL PORT – PLT – Arrival** – (Complete Train Terminalisation) transfer from Fascio Servola, and introduction of the complete train on the unloading railway of the Terminal.....**750,00 euros/train**

- PLTS-P** - **INDUSTRIAL PORT – PLT– Departure** – (Complete Train Terminalisation) - removal and reassembling of the rolling stock from the (P/C) platforms of the terminal and transfer to Fascio Servola: **750,00 euros/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: **600,00 euros/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**600,00 euros/train**

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FERN - A - INTERPORTO DI TRIESTE - FERN – Arrival – (Complete Train Terminalisation) - A single-step train movement, from Villa Opicina to the wagon unload Terminal; an operation in which Adriafer takes the trains in Villa Opicina from the Railway Businesses and with a single movement (max 1.300t) delivers them to a pre-established single point of the Terminal of the final destination for unloading:

..... **750,00 euro (complete train)**

FERN - P - INTERPORTO DI TRIESTE - FERN - Departure – (Complete Train Terminalisation) – Movement of complete trains in a single step, from the loading Terminal to Villa Opicina for departure; an operation in which Adriafer takes the wagons that make up the train at a pre-established point of the Terminal and with a single movement delivers them to Villa Opicina for departure:.....**750,00 Euro (complete train)**

Note: Adriafer is not responsible for filling out the train documents (LDV, etc.). Should the aforementioned documents be handed in late with respect to the scheduled train movement and consequently force Adriafer to carry out additional movements, each necessary movement will be charged separately.

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COMPLEMENTARY PFN SERVICES

01.03	– Reminder	
01.04	PFN – Removal or addition of wagons:	140,00 (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 Adriafer moving area and vice versa	175,00 (euros/wagon)
01.06A	PFN – Arrival: Movement to park complete trains in arrival at the Terminal that require splitting up into compound segments of at least two wagons to allow for unloading	70,00 (euros/wagon)
01.06 P	PFN - Departure Movement to park complete departing trains at the Terminal that require recomposing from compound segments of at least two wagons to allow for loading	70,00 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 anysplitting)	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”) for 24 hours, including wagon sorting and parking movements; after 24 hours, stopover/parking fees will apply (see 04.01, 04.02)	100,00 (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	25,00 (euros/wagon)

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- MA** **PFN – Additional Movement:** removal of empty fleets from the relevant Terminal after unloading or, vice-versa, entry of empty fleets into the Terminal for loading:
.....**500,00 (euros/train or complete fleet)**
- MSA** **PFN – Secondary Movement – Arrival:** operation of taking over of incoming fleets by the primary forwarder in Trieste Campo Marzio, entry of these fleets into the destination terminal for unloading:.....**500,00 (euros/complete train)**
- MSP** **PFN - Secondary Movement – Departure:** operation of loaded fleet pickup from the terminal and its 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, 01.02 AS, 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
.....140,00 euros/removal or reintegration)**
- G** - **TSCM – Piloting-routing of mainline locomotives:.....30,00 (euros/routing)**
- L** **TSCM – Further movements (other than terminal services)
.....100,00 (euros/train)**
- MPA** **TSCM – Primary Movement - Arrival:** operation of taking over incoming fleets from the RFI transit platform at the Lds of Trieste Campo Marzio, entry of the fleet into the Adriafer park:..**350.00 (euros/complete train)**

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MPP - TSCM – Primary Movement - Departure: operation of fleet movement from the Adriafer park to the transit platform of the Lds of Trieste Campo Marzio:.....**350,00 (euros/complete train)**

COMPLEMENTARY INDUSTRIAL PORT SERVICES – SEASTOCK

DCT-FO INDUSTRIAL PORT – SEASTOCK – Extra hours before/after shift (max 3 hours)
.....**100,00 euros/extra hour**

COMPLEMENTARY INDUSTRIAL PORT SERVICES – PLT

PLT - E INDUSTRIAL PORT – PLT – Removal or addition of wagons:
.....**140,00 (euros/wagon)**

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PLT - L	INDUSTRIAL PORT – PLT – Transfers of fleets on different platforms 100,00 (euros/movement)
PLT - T	Terminal PLT - Transfer: Additional shunting for the transfer of trainsets with blocked composition from one track to another within port terminals for internal terminal requirements (tariff per complete train regardless of whether it is split into several sections):..... 1.000,00 (euros/complete train)

COMPLEMENTARY INTERPORTO DI TRIESTE SERVICE – FERNETTI

FERN – E1E2	- FERN – Removal or addition of wagons:..... 140,00 (euros/wagon)
FERN – L	- FERN – Transfers of fleets on different platforms:100.00 (Euro/run)
FERN – SO	- FERN – Exceedance of limit time included in Section:....100.00 (euros/hour)

PFN STOPOVER FEES

Rate Code **Stopover/Parking fees of rolling stock at the PFN platforms.**

Free of charge fleet parking is offered for the first 24 hours from the moment a fleet enters the Adriafer park or from the moment it is extracted from the terminal after unloading.

Note: The parking of fleet containing dangerous goods is forbidden.

04.01 **– Reminder**

04.02 For each additional 24h interval**65,00 (euros/wagon)**

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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 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 the Terminals and Adriafer.

If the electronic system is 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, Adriafer will charge the requesting party for the service, since the owner's consent is implicitly presumed.

TERMS FOR THE REQUEST OF ORDER CANCELLATION OR ADDITIONAL SHIFTS

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

PORTO FRANCO NUOVO – PFN

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- For movements planned for Clients of the 1st, 2nd and 3rd work shift from Monday to Saturday, by 2.00 p.m. of the previous working day.
- For movements planned for Clients of the 1st, 2nd and 3rd Sundays shift, by 2.00 p.m. of the previous working Friday.

INDUSTRIAL PORT

- For movements planned for Clients of work shifts from Monday to Friday, by 2.00 p.m. of the previous working day.

INTERPORTO DI TRIESTE

- For movements planned for Clients of the 1st and 2nd work shift from Monday to Saturday, by 2.00 p.m. of the previous working day.

PLT

- For movements planned for weekday shift customers from Monday to Friday, by 14.00 p.m. of the previous working day.

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, also 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 2022.

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;

IBAN: IT 34 A 0862202200023000001583 – BIC: CCRTIT2T96A – BCR – branch of Trieste.

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In compliance with Art. 13 of Law Decree no. 196/03 and GDPR EU 679/2016, we inform you that the personal data that are/can be gathered during the contract period are or can be processed by our Company for contract, administrative, accounting and marketing purposes related solely to the products and services we propose and, more in general, in compliance with the above mentioned regulations and with the privacy and security obligations they include. The complete information can be found at the website: www.adriafer.com.



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.

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 current general conditions for movement services refer to Italian laws, civil code, and regulations in effect that are 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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