

RAIL CARGO TERMINAL - BILK LTD.

# TECHNICAL INFORMATION

ANNEX 1 TO THE GTC



## **1. Provisions related to the individual Services**

### **1.1. Receipt and handover of the Consignment**

The Service Provider performs the lifting of the cargo units using cranes or mobile lifting equipment.

#### **The process of lifting:**

- a. Lifting begins when the gripper part of the cargo handler equipment is lowered onto the cargo unit. Lifting ends when the gripper part of the cargo handler equipment is released from the cargo unit, lifted and moved away from the cargo unit.
- b. At the time of the delivery of the cargo units, the Customer (if necessary with the help of hired workforce) shall loosen the screws securing the cargo unit to the road vehicle and shall ensure that the cargo unit can be safely removed.
- c. At the time of receiving the cargo units, the Customer (if necessary with the help of hired workforce) shall place the locking elements of the road vehicle appropriately so that it will be able to receive the cargo unit(s).
- d. Lifting shall be performed by the Service Provider using its own equipment. The Customer and the assistants it employs shall supervise and provide assistance to the operation of loading onto the road vehicle and off the vehicle. The Customer shall be liable for all damages arising from the Customer's supervision and its failure to provide the necessary assistance.

The Service Provider shall place containers only on special chassis suitable for the transport of ISO containers or on transport vehicles without superstructure equipped with standard fixing screws. The only exception to this is the 20' empty container, which can be transported with a suitable chipboard lashing.

#### **Conditions of receipt from road transport:**

- a. the existence of a valid and relevant contract with a railway operator or an individual agreement with the Service Provider;
- b. the necessary documents are available;
- c. loaded containers are only received if they are closed and sealed;
- d. the cargo unit is in a suitable condition for railway transport.

#### **Conditions of handover to road transport**

The availability of the information sent in writing by the person who has the right to dispose of the Consignment as follows:

- a. the documents needed for the Service to be performed;
- b. name of the road transport company;

- c. registration number of the truck arriving to collect the Consignment;
- d. the preliminary existence of any customs documents needed.

The Service Provider shall act in accordance with the instructions of the Customer and the given railway operator in all cases. Based on the consignment note and the other documents belonging to the incoming Consignment, the Service Provider shall determine which person is entitled to dispose of the Consignment. The Service Provider shall only accept the instructions of the specified person, may only provide this person with any kind of information in connection with the Consignment and shall ignore all other requests or instructions. The person entitled to disposal may appoint another person instead of themselves but shall immediately inform the Service Provider thereof in writing. The Service Provider shall not be liable for any damage arising from the lack of such information.

The Customer shall be responsible for the appropriate technical condition of the road vehicle and the activities of the driver of the road vehicle at the Service Provider's registered seat; the Service Provider excludes any liability for damages caused to the Customer as a consequence thereof. Further, the Customer shall be liable for any damages arising from the appropriate technical condition of the road vehicle and/or the activities of the driver of the road vehicle caused to the Service Provider or third parties with an immediate obligation to honour liabilities.

### **1.2. Receipt and handling of semitrailers**

The Service Provider only performs the handling of craneable semitrailers, which shall be identified according to their international ILU codes.

When arriving with craneable semitrailers by road, the Customer shall perform the following operations (if necessary with the help of hired workforce):

- The Customer tows the consignment to the place indicated on the control sheet, where it fixes the truck with the landing gear (with the air springs of the semi-trailer lifted and the cables disconnected), secures it with the parking brake on the chassis and then uncouples it.
- The Customer folds up and secures the side and rear underrun protection devices of the semi-trailer (depending on the model). It places the documents required for ongoing road transport in the document holder of the trailer, typically located on the front wall.

When leaving with craneable semitrailers by road, the Customer shall perform the following operations (if necessary with the help of hired workforce):

- The Customer drives its vehicle to the place indicated on the control sheet, then couples the semi-trailer by adjusting the truck's airbags to the appropriate level, rolls up the landing gear.
- After levelling the air springs of the semi-trailer and lowering and securing the side and rear underrun protection devices (depending on the model), the semi-trailer can be towed.

### **1.3. Temporary storage of consignments**

After unloading from a railway or road vehicle, the cargo units are temporarily stored at the Service Provider's registered seat until they are further transported, unless there are circumstances that prevent this. Storage takes place outdoors, in a non-covered manner. The Customer is responsible for ensuring that its cargo unit is suitable for such storage. If, despite the contractual

storage, the Consignment or the goods contained therein are damaged for any reason, the Service Provider shall not be liable for such damage.

The first day of storage shall be the day of arrival of the consignment; this is the day of commercial receipt at the terminal in case of railway transportation or the day of admission at the gate in the case of road transport.

It is the Customer's responsibility and liability to remove the Consignment from the terminal area within the time limit specified in the Service Contract. If the Parties have not agreed on such a deadline in the Service Contract, the last day of the deadline is the 90th (ninetieth) day after the arrival of the Consignment at the terminal. The Customer expressly acknowledges that if the Customer fails to comply with this clause within the time limit and does not deliver or have the Consignment delivered from the terminal, the Service Provider shall be entitled to charge the Customer the maximum normal (non-dangerous goods) import storage fee set out in the Tariff for each day from the day of delay until the day of delivery. If the Customer fails to arrange for the removal of the Consignment from the terminal area, the Service Provider shall be entitled to recover from the Customer all costs incurred in connection with the Consignment left in the terminal area.

The Customer acknowledges that if the Consignment is to be stored at the terminal for a period longer than 90 days from the date of receipt of the Consignment at the terminal, a separate agreement must be made between the Parties.

#### **1.4. Handling of Consignments containing dangerous goods**

The receipt and handling of certain goods at the terminal is banned or restricted. The updated list of normal and dangerous goods that are banned or whose presence at the terminal is restricted is available on the Service Provider's website (<https://railcargobilk.hu/hu>), under the menu point Downloads.

In the case of hazardous substances subject to the restriction, the Service Provider obliges the Customer to perform the road or railway transport of such substances within a maximum of 24 hours for loaded consignments and within 48 hours for empty but uncleaned containers. If the quantity of dangerous goods subject to restriction included in the list has reached a critical level at the premises of the terminal, the Service Provider reserves the right to restrict the receipt of consignments containing such substances until withdrawal.

The Customer shall despatch the consignments containing flammable and explosive substances from the terminal within a maximum of 5 calendar days.

#### **1.5. 90-day temporary storage goods**

Non-EU goods in temporary storage shall be subjected to a customs procedure or re-exported from the territory of the European Union within 90 days. (Articles 144-149, UCC). The Service Provider shall not assume any liability for any material or customs consequences arising from the expiry of the duration of temporary storage; the Customer shall bear all damages and costs arising therefrom.

### **1.6. Customs inspection**

It shall be the sole responsibility of the Customer to comply with the Hungarian and international customs regulations in force at any time; the Service Provider assumes no liability therefor.

The costs of the extended storage time due to the customs inspection shall be borne by the Customer according to the Tariffs or an individual agreement.

Seizures or other measures initiated by official bodies or authorities shall not affect the Service Provider's rights against the Customer. The Customer remains the contractual partner of the Service Provider and remains liable to the Service Provider for all consequences arising from such events even if the Customer is not at fault. The above provisions do not affect the Service Provider's claims against the authorities or other third parties. For the duration of seizures or other measures, the Customer shall pay the Service Provider the fees specified in the Tariffs and the occurring costs.

In the case of excisable, hazardous, pharmaceutical products and product subject to HACCP, the terminal only permits inspections ordered by the customs office to be held on the premises of the Service Provider on the basis of a separate agreement and prior consultation.

The Service Provider undertakes the temporary storage of the goods left out during the customs inspection according to its Tariffs. Exceptions are oversized goods, goods that require special handling (e.g. refrigeration), goods subject to ADR or HACCP, and pharmaceutical and excisable goods.

### **1.7. Repairs and cleaning of containers**

The Service Provider undertakes the repair of the containers in the order of requests, subject to its capacity, and undertakes a deadline for the performance of the service only on the basis of a separate agreement, which the Customer expressly acknowledges.

Related requests for offers shall be processed during the working hours of the customer service at [depo.rct.bilk@railcargo.com](mailto:depo.rct.bilk@railcargo.com)

In the case of the services included in this section, the Service Provider shall inform the Customer about the expected price of the repair on the basis of a condition survey. If the Customer accepts the offer, a Service Agreement is concluded for container repair between the Customer and the Service Provider, which shall be governed by the GTC and its annexes.

The price indicated by the Service Provider for the repair of the container does not include the fee for the movements required to perform the task or the cost of 2 lifts from the block to the workshop and from the workshop to the block, which the Customer shall pay to the Service Provider.

Containers are cleaned on the basis of individual agreements; related Requests for Offer can be sent to the email address at [depo.rct.bilk@railcargo.com](mailto:depo.rct.bilk@railcargo.com).

### **1.8. Service related to refrigerated containers**

The Service Provider informs the Customer that refrigerated containers are not connected automatically; the refrigeration service shall be ordered separately in writing at [hutes.rct.bilk@railcargo.com](mailto:hutes.rct.bilk@railcargo.com) and [info.rct.bilk@railcargo.com](mailto:info.rct.bilk@railcargo.com). The order or Request for Offer shall contain the ID of the consignment in question, the desired temperature and the duration for which the Customer wishes to use the refrigeration service. The Service Provider does not undertake to refrigerate Consignments containing dangerous goods.

### **1.9. Storage of empty containers**

The Customer can only use this Service on the basis of an individual service contract concluded along with a Payment Agreement.

The Service Provider assesses the condition of the empty container by visual inspection before placing it in storage.

The condition survey does not extend to the external inspection of the bottom and top of the container. If the Service Provider detects any irregularities during the survey, it shall notify the Customer thereof. If this irregularity is so severe that it is not possible to store the empty container, the Service Provider shall be entitled to refuse to perform the Service.

In cases justified from the aspect of occupational safety, the condition survey may be refused.

If the maximum quantity set out in the Service Agreement is exceeded, the Service Provider shall be entitled to refuse the receipt of any additional incoming empty containers.

The Service Provider undertakes to release containers according to the container numbers only in case of a separate agreement and the payment of the additional lifting costs related to the sorting of the containers by the Customer.

The Service Provider only undertakes the storage of standard, ISO containers, with the exception of Open Top type containers. It is not possible to store other combined transport units.

The Service Provider shall not be responsible for the natural depreciation occurring while the service included in this section is performed during the storage period.

The Service Provider shall also store empty containers in the manner set out in Section 1.3.

### **1.10. Transshipment of goods**

Orders and Requests for Offers shall be processed during the working hours of the customer service at: [atrakodas.rct.bilk@railcargo.com](mailto:atrakodas.rct.bilk@railcargo.com)

The Service Provider does not undertake the loading of excisable and dangerous goods. The Service Provider does not undertake manual transshipment.

### **1.11. Service related to hazard diamond labels**

Only consignments labelled in accordance with legal regulations may stay in or leave the territory of the terminal. Without prior notice to the Customer, the Service Provider is entitled, at the Customer's expense, to remove or exchange the non-compliant labelled consignments or to replace the missing labels. Accordingly, the repair / replacement of labels takes place automatically, at the fees specified in the Tariffs.

### **1.12. Weighing**

A Customer with a valid Payment Agreement is entitled to submit a Weighing Request via the Service Provider's website, through the Customer's own user account. In such a case, the obligation to order a weighing shall be created when the Customer's user account displays the message "successful Request" under the status of the Request.

The Customer must submit his request for amending the Request in such a way that it is received by the Service Provider 24 hours before the Service Provider is due to commence the execution of the Request. The amendment of the Request may only be made if the Service Provider expressly accepts it.

VGM weighing can be ordered on the Service Provider's website after previous registration and the conclusion of a Payment Agreement. It is possible to place an order on the website before the entry process of the Consignment is started. After this it is only possible to place an order for weighing at [atdepo.rct.bilk@railcargo.com](mailto:atdepo.rct.bilk@railcargo.com), in which case the fee included in the Tariffs will be charged. Prior to the start of the entry process of a consignment, an order may be submitted by e-mail for VGM weighing only in the event of technical problems on the Service Provider's website that do not allow ordering via the website.

VGM weighing consists of two separate measurements and it is the responsibility and task of the road transport Service Provider to ensure that the vehicle appears at the two measurements. During the first measurement, the whole assembly is weighed together with the Consignment, while during the second weighing, the whole assembly is weighed without the Consignment, the difference of which provides the combined weight of the Consignment and the goods in it.

## **2. Opening hours**

The current information on the Service Provider's opening hours for rail and road transport, as well as on the opening hours of the customer service and the cash desk and the opening hours on public holidays is available on the Service Provider's website.

## **3. Traffic regulations and other rules**

By submitting the order or the Request for Offer, the Customer expressly accepts the provisions of the regulations related to the traffic regulations to be applied at the Service Provider's registered seat published on the Service Provider's website and declares that it will have them familiarised and accepted by its' agents, representatives and any person acting on its behalf. Parking is strictly forbidden in the area of the terminal; staying in the terminal area is only permitted for the minimum time required for loading and unloading.

By submitting the order or the Request for Offer, the Customer expressly accepts the Service Provider's occupational safety and fire protection regulations valid at the terminal and expresses its commitment to be bound by them, and ensures that the persons acting on behalf of the Customer become acquainted with and observe these regulations.

## **4. Camera system, GDPR**

The Service Provider operates a camera system at its registered seat; the Service Provider's valid data protection rules related thereto are available on the Service Provider's website. By submitting the order or the Request for Offer, the Customer acknowledges to have read these regulations and expresses its commitment to be bound by them and declares that it will have them familiarised and accepted by its' agents, representatives and any person acting on its behalf.

## **5. Rules of opening Consignments if necessary**

The Service Provider opens the Consignments only in the case of emergencies, damages to the Consignment, official customs inspections or the transshipment of goods ordered by the Customer.

In case of emergency, e.g. damage to or leakage of the Consignment containing dangerous goods, the Consignments shall be opened and subsequently handled in accordance with the rules specified by the disaster management authority, which the Service Provider is obliged to notify. The Service Provider is entitled to carry out damage prevention and mitigation activities until the arrival of the disaster management authority.

If a Consignment is damaged at the Service Provider in such a way that the Service Provider considers it necessary to open it, the Service Provider shall notify the Customer in advance of this fact and the planned date of opening. The Customer is entitled to participate in the opening. If the Customer does not respond by the indicated time of opening, the Service Provider may start opening the Consignment without the Customer's presence. The Service Provider shall prepare a report on the opening and photos or a video recording, which are made available to the Customer upon request.

If the customs authority wishes to inspect the contents of a Consignment, the Service Provider shall provide a venue for this (for a fee). It is the responsibility of the Customer to arrange an appointment with the customs office. The Customer is entitled to be present at the inspection. The customs inspection shall otherwise be carried out in accordance with the regulations of the customs authority.

The Service Provider may open the Consignments in the case of transshipment of goods ordered by the Customer without any further notification or action.

## **6. Provisions relating to authorised consignor status**

In the case of Customers holding an authorised consignor status, the Customer shall be solely responsible for the installation and control of the locks unless otherwise agreed.

Customers holding such authorisation shall be obliged to provide the Service Provider with all the information necessary to fulfil the Service Provider's obligations. The Service Provider shall also be entitled to check customs documents, coordinate with the customs authorities, and check seals during the delivery of the goods, during which the Customer shall be under the broadest duty of cooperation.

In the event of a breach of the provisions of this clause by the Customer, the Customer shall compensate the Service Provider for any damage suffered by the Service Provider.