

AGREEMENT ON THE USE OF THE RAILWAY INFRASTRUCTURE OF STEIERMÄRKISCHE LANDESBAHNEN

(Infrastructure Usage Agreement)

concluded between

Schieneninfrastruktur-Dienstleistungsgesellschaft mbH, FN 261480 f, Jakov-Lind-Straße 2, Stiege 2, 4. OG, 1020 Vienna, hereinafter referred to as SCHIG,

on behalf and for account of

Steiermärkische Landesbahnen; Eggenberger Straße 20, 8020 Graz; hereinafter referred to as STLB,

and

the railway undertaking , hereinafter referred to as RU, which acts on its own behalf and for its own account.

1 Subject Matter of the Agreement

1.1 STLB manages a railway undertaking pursuant to § 1a Eisenbahngesetz [*Austrian Railway Act*], Federal Law Gazette no. 60/1957 as amended (hereinafter referred to as EisbG). The function of the allocation body pursuant to § 62 EisbG concerning the railway infrastructure of STLB is exercised by SCHIG on the basis of the transfer agreement between SCHIG and STLB of 16 August 2005.

1.2 On its own behalf, on its own responsibility and for its own account, the RU performs railway transport services in freight traffic on the basis of the Uniform Rules for the Agreement on the International Carriage of Goods by Rail (CIM) and the Railway

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ID of the notified body: 2212
Certified according to ISO 9001

Passenger Transport Act "*Eisenbahn-Beförderungs- und Fahrgastrechtegesetz*] as amended.

The RU has to show proof vis-à-vis SCHIG upon request at any time during the term of this agreement of the fact that it fulfils the requirements pursuant to sections 2.2. to 2.5 of the Railway Network Terms of Use (RNTU, Annex 1).

- 1.3 For this purpose, the RU shall use exclusively the railway infrastructure of the freight Terminal Graz/Süd Werndorf (to the transfer track) according to the provisions of this agreement and its annexes in the scope specified in the respective Train Path Agreement.

2 Services of STL B

- 2.1 According to the provisions of EisbG, STL B allows the RU to use the railway infrastructure of STL B according to the scope fixed in the respective train path agreement (Annex 3) and according to the timetable, and STL B will perform the services fixed in this agreement and in its annexes.
- 2.2 Services beyond that scope (e.g. delivery of traction energy) are not covered by the agreement in hand and have to be agreed separately with the service provider(s) in charge.

3 Services of the RU

All services not performed by STL B have to be performed, except with the previous written consent of STL B, exclusively by the RU itself. – See section 2 of the GTC (Annex 2)

4 Fee

The fee for the services to be performed by STLB pursuant to section 2 results from the Train Path Agreement (Annex 3) and the rates fixed in the RNTU (Annex 1).

5 Term of the Agreement

The Agreement enters into force with the timetable period as of and shall be valid until and automatically ends on this day without requiring a separate cancellation. In addition to that, the General Terms and Conditions to the Infrastructure Usage Agreement as amended from time to time apply (GTC, Annex 2)

6 Other Provisions

6.1 Integral Components of this Agreement are:

- 6.1.1 Annex 1: Railway Network Terms of Use (RNTU) incl. Product Catalogue
- 6.1.2 Annex 2: General Terms and Conditions for the Infrastructure Usage Agreement
- 6.1.3 Annex 3: Train Path Agreement

6.2 The RU confirms having received one copy each of the RNTU on which this agreement is based (Annex 1), the GTC (Annex 2), the Train Path Agreement (Annex 3) and the Product Catalogue (Annex 4).

6.3 All fees and charges incurred in connection with the drawing up and execution of this Agreement will be borne by the RU even if they are invoiced to SCHIG or STLB.

6.4 There are no oral ancillary agreements to this Agreement. Any and all alterations and amendments to this Agreement and its annexes require the written form and have to be signed by both parties in order to be valid unless the GTC (Annex 2) specify something to the contrary. This shall also apply to a waiver of the written form requirement.

6.5 This Agreement is executed in three copies, of which STLB, SCHIG and the RU receive one each.

Vienna, on
Schieneninfrastruktur-Dienstleistungsgesellschaft mbH

RU Vienna, on

- Annex 1 Railway Network Terms of Use (RNTU) incl. Product Catalogue
- Annex 2 General Terms and Conditions (GTC)
- Annex 3 Train Path Agreement (scope of use and scope of performance as well as fees and terms of payment)

Annex 1:

RAILWAY NETWORK TERMS OF USE (RNTU)

The RNTU of STLB are available on the Internet at .

Annex 2:

GENERAL TERMS AND CONDITIONS (GTC)

The General Terms and Conditions as amended from time to time are published on the homepage of STL B – link –.

Annex 3:

TRAIN PATH AGREEMENT

(Scope of use and scope of performance as well as fees and terms of payment)

According to sections 1 to 6 of the Infrastructure Usage Agreement dated concluded
between

Schieneninfrastruktur-Dienstleistungsgesellschaft mbH, FN 261480 f, Jakov-Lind-
Straße 2, Stiege 2, 4. OG, 1020 Vienna, hereinafter referred to as SCHIG,

on behalf and for account of

Steiermärkische Landesbahnen; Eggenberger Straße 20, 8020 Graz; hereinafter referred
to as STLB,

and

the railway undertaking , hereinafter referred to as RU, which acts on its own behalf
and for its own account,

the following details are agreed on:

1. Basic Services of STLB

1.1 On behalf and for the account of STLB, SCHIG allows the RU to use the complete
railway infrastructure of STLB from to according to the timetable
documents prepared that are an integral component of this Train Path Agreement.
Days of service, seasonal use, number of trains per day of service and type of train
can be gathered from the timetable documents.

1.2 Pursuant to section 12.3, GTC, STLB shall notify the contact person/contact point
designated by the RU in section 5, of the respective current position of a train upon
request.

- 1.3 STLB shall inform the RU and/or provide administrative assistance (troubleshooting) in the event of malfunctions in the operations process in the scope of sections 15 and 16, GTC.
- 1.4 The RU has the right to use the railway infrastructure of STLB according to the railway infrastructure capacity specified in section 1.1 on the service days specified in each case.

A use of the railway infrastructure of STLB beyond that scope during the current timetable period or the performance of other services shall require a separate purchase order from the RU. The railway infrastructure capacity assigned in the scope of the separate purchase order results from the traffic advice to be prepared by STLB in each case. The traffic advice constitutes an integral component of this Train Path Agreement.

2 Services of the RU

The RU shall make sure that the international conductor's report is made available to STLB two hours before the departure of the respective train at the latest.

All other services will be performed by the RU itself.

3 Information About the Vehicles to be Used

The RU confirms that only vehicles which fulfil the requirements of section 6 GTC will be used. The inspection of carriages and wagons and/or the brake test are performed by the RU.

4 Fee for the Use of the STLB Railway Infrastructure

- 4.1 The prices for the train run and for the performance of other services by STLB are based on the respectively valid Railway Network Terms of Use (Annex 1).

4.2 The final settlement will be made on the basis of the usage fee provisions applicable in each case for access to the railway infrastructure of STLB and the services actually utilised by the RU and the railway infrastructure systems used.

4.3 The following terms of payment are agreed: 14 days net (without deduction)

5 Contact person

5.1 STLB designates as its permanent contact person (contact point):

Steiermärkische Landesbahnen

Eggenberger Straße 20

8020 Graz

Phone:

Fax:

Email:

5.2 The RU designates as its permanent contact person (contact point):

5.3 SCHIG designates as its permanent contact person (contact point):

SCHIG mbH

Railway infrastructure services team

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