



DUDELANGE INTERMODAL TERMINAL GENERAL ACCESS RULES AND REGULATIONS

Definitions:

- **"Regular access"**: access based on scheduled times (per day, week, month, year) and predefined duration.
- **"Punctual access"**: access by punctual request, i.e. not based on scheduled times and a predefined duration.
- **"Slot"**: time slot for the processing of a convoy.
- **"Operator"**: CFL terminals, Terminal operator
- **"Customer"**: a transport operator who wishes to use the services of the Terminal.
- **"Terminal"**: the site and its facilities that can be used to transfer Intermodal Transport Units (ITUs) vertically, and non-cranable Transport Units horizontally.
- **"Access"**: Possibility to avail oneself of the services provided by the operator on the Terminal.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters and a flourish.

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1. Request filing and processing procedure

Customers wishing to avail themselves of the services provided by the Terminal file a request to that end with the Operator at the following address:

CFL terminals s.a.

Terminal intermodal

Eurohub Sud

L-3434 Dudelange

E-mail: acces@cfl-terminals.lu

The Operator undertakes to provide the users of the facilities non-discriminatory and equitable access to the services within the limit of the available capacities.

1.1. Access procedures

There are two types of access procedures:

- **Regular access:** Access is granted within a period defined between the parties and is based on scheduled times.
- **Punctual access:** Punctual access may be granted outside the timetables and processing procedures of the previous case, to assign on a punctual basis slots not yet allocated.

1.2. Procedure

1.2.1. Regular access

Filing of access requests

Regular access requests are filed in writing with the Operator, at the latest 10 weeks before the time in which the desired service is to be provided.

Requests must be accompanied by the following information:

- Description of the Customer's activities
- Rail relation envisaged
- Shareholding composition and identity of managers
- Type and number of railcars per train
- Annual accounts for the previous financial year
- Type and number of ITUs per train
- Timetables requested
- Transport of hazardous goods

The Operator reserves the right to request additional information and a bank guarantee.



Access allocation process

The Operator receives **regular access requests** and replies within 15 working days as of said receipt:

- Confirming the allocation of slots;
- Informing the applicant, where necessary, that certain slots are no longer available because they have been allocated already;
- Informing the applicant, where necessary, that certain slots have also been requested by one or more other Customers (competing requests).

In the event of competing requests, the allocation procedure below is applied:

Coordination procedure

The Operator initiates a consultation in complete confidentiality with Customers who have filed competing request and proposes, within reasonable limits, different slots than those initially requested. The Operator endeavours to respond to all requests insofar as possible.

Arbitration procedure and priority criteria

If all the incompatibilities between competing requests cannot be resolved or if an agreement cannot be reached on the necessary adjustments after consultation, the Operator arbitrates on the basis of the following priority criteria:

- Promotion of efficient use of the Terminal, taking into account in particular the transported volumes, the number of beneficiaries, and the access period
- Promotion of the diversification of connections with preference, where necessary, for access requests for combined transport trains with a new origin and/or destination
- Previous level of use of slots.

Access confirmation

The Operator confirms the reservation to the Customer by issuing a contract of use for the agreed duration.

Acceptance by the Customer

Contract returned to the operator duly signed:

- At the latest within 10 working days as of the dispatch of the contract to the Customer

If the Operator does not receive the signed contract within this period, the reservation is cancelled.



1.2.2. Punctual access

Filing of access requests

Punctual access requests are filed in writing with the Operator, at the latest 2 working days before the date of the desired punctual access.

Documents to be provided

- The documents to be provided are the same as for the regular access requests

Access allocation process

The Operator receives the punctual access requests and replies within 7 working days as of receipt thereof.

The same procedure as that for regular access requests is applied mutatis mutandis.

Access confirmation

The Operator confirms the slot reservation to the Customer by means of a contract of use for the agreed duration.

Acceptance by the Customer

Contract returned to the operator duly signed: at the latest 1 working day before the use of the Slot

If the Operator does not receive the signed contract within this period, the reservation is cancelled.

2. General terms and conditions

2.1. Slot allocation conditions

The allocated Slots are non-transferable. Access is in principle limited during the time strictly necessary to carry out the loading and unloading operations.

Upon request and depending on availability and the traffic, extended parking in the Terminal may be authorised. Such authorisation can be revoked at all times, depending on the development of the traffic, works or other cause that leads to limiting the capacity of the Terminal, or making it impossible to load and unload other trains and/or lorries. The Customer concerned is informed of this decision as promptly as possible.



2.2. Fees

All access requests are subject to invoiced administrative fees according to the rates in force.

Furthermore, fees for studies are also invoiced, according to the rates in force. These fees for studies are reimbursed to the Customer of the access is used.

2.3. Remuneration

The remuneration for the access consists of a rate linked to the type and volume of services rendered, specified in the appendix. Prices are reviewed on 1 January of each year.

2.4. Measures in case of non-compliance with conditions of use of the Terminal by a Customer

The Operator may cancel the access granted to the Customer temporarily or definitively, when the latter:

- Does not use the Terminal in accordance with the procedures stipulated in the contract of use concluded with the Operator;
- Compromises the efficient use of the Terminal.

Such a decision to cancel access temporarily or definitively is preceded by an official relevant notice, served by registered post, enjoining the Customer to remedy the detected shortcomings within a minimal period of 15 days.

If no reaction is forthcoming within this period, the Operator may apprise the Customer, by means of one month's notice, of the temporary or definitive suspension of access.

In case of temporary or definitive cancellation of access, the corresponding slot is, insofar as possible, allocated to a Customer who requested such slot for regular access or, otherwise, for punctual access.

2.5. Measures to optimise operations on the Terminal

Apart from cases of force majeure, during which the Operator may be constrained to amend or cancel the conditions of access, the Operator may amend temporarily or definitively the conditions of access of a Customer when it is necessary to optimise the organisation of the terminal (increase of processed volumes, unblocking of a blocking situation, works, maintenance, etc.).

Such a decision to amend the conditions of access temporarily or definitively is preceded by consultation and a notice of at least two months, except in case of emergency. The decision indicates the temporary or definitive nature of the amendment.

2.6. Refusal of access

The Operator may refuse access to the Customer in particular when:


- Invoices due remain unpaid;
- They have reasons to doubt the Customer's financial capacity to pay for the services considered;
- The technical means and resources of the Terminal are not suitable for the Customer's ITUs;
- In the event of competing requests, the priority criteria as set out under 1.2 tip the balance to allocate the access to another Customer;
- The corresponding slot is not available;
- In the event of shortage of infrastructural, material or human resources on the part of the Operator to process the request.

2.7. Amendment of these rules

The Operator reserves the right to amend these rules. When he files an access request, the Customer accepts the rules in their version in force at the time and all subsequent amendments brought to his attention by registered post.

In case of misunderstanding, only the French version is valid.

Dudelange, 2nd January 2017



Manager, CFL Terminals s.a.