

MMV Magyar Magánvasút Zrt.
1035 Budapest, Kerék u.80.

Iktatószám: 1334 / 2018.

ÁRUFUVAROZÁSI ÜZLETSZABÁLYZAT

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vezérigazgató

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8.

módosítás

Sorszáma	Száma	Kelte	Érvényesség kezdete
Jóváhagyás	KH/VA/A/NS/458/3/2009	2009.06.11.	2009.06.01.
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Freight Forwarding Terms and Conditions

Introduction

The legal basis of the General Terms and Conditions of MMV Hungarian Private Railways (hereinafter referred to as "MMV") is provided by Act V of 2013 on the Civil Code, Act CLXXXIII of 2005 on Rail Transport and Government Decree 32/2009 (II.19.) on the detailed rules for rail freight contracts.

For consignments transported in domestic traffic, the conditions of the Freight Forwarding Terms and Conditions apply to the contract of carriage.

If the consignment is to be transported across a frontier, the Freight Forwarding Terms and Conditions shall apply only to the extent that an international treaty or convention or rule provides otherwise.

The Freight Forwarding Terms and Conditions contain the provisions of the Regulation on rail freight transport and the supplementary conditions laid down by MMV, the text of Government Decree 32/2009 (19.II.2009) on "Detailed Rules for Rail Freight Transport Contracts" is indicated in bold, the supplementary conditions are *in italics and a paragraph is used*.

MMV for the transport of large quantities of goods or for recurring transport, concludes a framework contract with the shipper for long-term cooperation.

MMV undertakes to forward wagonload consignments by closed train or individually.

The MMV Freight Forwarding Terms and Conditions, including any amendments thereto, will be made available to shippers on its website (www.mmv.hu). The Freight Forwarding Terms and Conditions are available for inspection or purchase by shippers at MMV's head office (2040 Budaörs, Rubik Erno str. 6).

Government Regulation 32/2009 (II. 19.)
on detailed rules for rail freight transport contracts
integrated with the additional conditions of the MMV

The Government, acting in accordance with the powers granted to it under Article 88 (1) (d) of Act CLXXXIII of 2005 on Rail Transport, acting in accordance with the powers specified in Article 35 (1) (b) of the Constitution, hereby decrees the following:

FIRST PART

I. CHAPTER

GENERAL PROVISIONS

Scope of the Regulation

1. § (1) The provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the Civil Code) shall apply to domestic rail freight contracts with the additions contained in this Regulation.

(2) If not prohibited by this Regulation, the parties may diverge from the provisions of this Regulation.

(3) If the consignment is to be sent outside the national border, or if the consignment arrives from outside the national border, including in transit, the provisions of this Regulation shall apply only to the extent that an international treaty does not provide otherwise.

(4) The provisions of this Regulation apply where the railway company performs the contract of carriage itself or jointly with another railway company (direct transport).

(5) The provisions of this Regulation shall apply where the railway company carries out the contract of carriage of goods jointly with a road, water or air carrier (combined transport) for the part of the transport carried out by the railway company.

Interpretation of the provisions

2. § For the application of this Regulation

a) piece goods: a consignment which the railway company transports in consolidated transport together with other consignments without separation;

b) intermodal transport unit: motor vehicles, trailers, semi-trailers (with or without tractor), swap bodies carried by motor vehicle or containers of at least 6 metres in length, which are offered for carriage as goods;

c) handling time: the combined time of the rail operations at the station of dispatch before the consignment is forwarded and at the station of destination before the consignment is handed over;

d) 'wagon load' means a consignment carried in a railway wagon used exclusively for that purpose;

e) 'consignment' means a consignment of goods or items of goods consigned under a single transport document;

f) order: in accordance with 6:64§ of the Civil Code;

g) RID: the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), which is Annex C to the Convention concerning the International Carriage of Dangerous Goods by Rail (COTIF) (published in Hungary by Act LXXVII of 2006);

h) 'rolling stock running on its own wheels' means rolling stock belonging to the fleet of a railway undertaking or of an operator

ha) an empty railway wagon classified as goods, or

hb) unclassified railway vehicle;

i) ex post provision: according to § 6:264 of the Civil Code;

j) 'railway undertaking company' means a carrier authorised to carry out rail freight transport operations as defined by special legislation;

k) confirmation: according to §6:66 of the Civil Code.

Terms of business and tariffs

3. § (1) The railway company shall lay down in its business rules for freight transport (hereinafter referred to as "the business rules"):

a) the confirmation deadline,

1. MMV will confirm the order no later than 14:00 on the second working day after receipt.

b) requirements and specifications for loading and for the safety of traffic and goods,

2. Consignments are loaded by the consignor and unloaded by the consignee.

3. The loading of the wagons and the securing of the goods must be carried out in accordance with the Loading Rules. The conditions and methods for loading dangerous goods are specified in COTIF Appendix C, Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), promulgated by Act LXXVII of 2006. In addition to the loading rules, the consignor is also obliged to comply with the traffic safety regulations of the railway.

c) the loading time available to the shipper and the cases in which the loading time is suspended,

4. MMV will provide a minimum of 24 hours of free loading time for the loading of wagons. The relevant loading time will be specified in the contract. The loading time is suspended on Saturdays, Sundays and public holidays from 0.00 a.m. until 6.00 a.m. on the working day following the public holiday.

5. Charges for waiting time in case of loading delays are included in the tariff.

d) the method and detailed conditions for the declaration of value and interest and the method of entry in the consignment note,

e) the method of checking the contents and weight of the consignment by the railway undertaking and the method of recording the findings,

f) a fuvarozási határidő szünetelésének eseteit,

g) cases where the time limit for carriage is interrupted,

h) the rules on ex post provision, as well as the conditions and means of implementing ex post provision.

(2) The railway company shall also determine in its rules of operation:

a) the range of particularly valuable goods which the railway undertaking will accept for carriage only with a declaration of value,

b) in the case of a cargo escort, the location and other conditions of the accompanying person during the transport of the goods; and

c) the terms and conditions which may be modified by the sender by means of a supplementary provision, in addition to those laid down in the Civil Code.

(3) The time limit set out in paragraph (1)(a) shall not be longer than five days after receipt of the order.

(4) The tariffs for the services of the railway company, the method and conditions for calculating the tariffs shall be set out in the tariffs.

(5) If the tariffs are not part of the railway company's rules of business, it shall make them available to customers at its customer service and goods acceptance points and on its website.

(6) The railway company may not diverge from the provisions of paragraphs (1) and (3) to (5).

Chapter II

A TRANSPORT CONTRACT

Conclusion of contract

4. § (1) Except as provided for in paragraph 5, the contract of carriage shall be concluded when the order is confirmed in writing by the railway company (by means of a declaration, fax, letter or electronic document with an electronic signature with enhanced security).

6. The consignee must send his order in writing to MMV Zrt. H-2040 Budaörs, Rubik Ernő str 6.; or by e-mail to mmv@mmv.hu.

(2) The order shall contain the data necessary for the performance of the carriage, in particular the description and quantity of the goods, the intended place and time of loading, the station of arrival and other data and conditions requested by the railway company or which the consignor considers relevant. The railway consignor may state in the order the date up to which his offer is to be maintained.

7. The order must also include a list of the services requested, the name, number, type and owner of the means of transport to be used, the contact details of the consignor/client/receiving companies, a reference to MMV's quotation.

(3) The confirmation shall be sent by the railway company to the consignor at the latest on the date specified in the business rules, unless the deadline for submission of the offer is specified in the order.

(4) In the confirmation, the railway company shall inform the consignor of the number and type of wagons (covered or open, normal or special), the place and time of the release.

(5) A contract of carriage shall be considered to have been concluded, even in the absence of an order or of its acceptance, if the railway company accepts the consignment and the document necessary for its forwarding for carriage.

CARRIAGE OF GOODS BY

WAGONLOAD

II. Chapter

PREPARATION FOR TRANSPORT

Provision of the wagon

5. § The railway company is obliged to deliver the wagon, which complies with the conditions of the contract, is suitable for the transport task, intact and clean, at the place and time specified in the contract.

Receipt of goods for carriage

6. § (1) The railway company shall accept the goods for carriage at the railway company's places of employment or at another place specified in the transport contract.

8. MMV accepts the consignments for carriage at the place specified in the transport contract,

(2) Unless otherwise provided by law, the wagons and intermodal transport units shall be fitted with a wagon lock by the railway company in the lockable structural openings and on the tarpaulins of the wagons after the goods have been accepted.

9. MMV will only accept shipments for carriage with a numbered sender's security or symbol seal, unless the customer has indicated that he/she requires an MMV seal or unless otherwise required by law. MMV will charge for the sealing and applying of the seal at the rates published in the tariff.

(3) If the carriage of goods is subject by law to the fulfilment of a special condition (requirement), the goods may not be accepted for carriage without such fulfilment. Unless otherwise provided by law, special conditions must be fulfilled by the consignor.

(4) Dangerous goods may only be accepted for carriage or delivered at a place of dispatch where the conditions for the safe handling of the goods are met.

(5) No goods (dangerous goods) may be accepted for carriage if they endanger the safety of traffic or the person or property of others and these characteristics (hazards) cannot be avoided by observing special conditions (requirements) laid down by law.

The Waybill

7. § (1) The transport contract must be accompanied by a waybill for each consignment. The waybill shall be made out by the consignor.

10. *The waybill consists of 4 copies:*

1. *Copy for the consignee*
2. *a copy of the MMV Zrt. freight invoice*
3. *archival copy of MMV Zrt.*
4. *Consignor's copy*

The waybills are numbered documents and the serial numbers are maintained by MMV. Declarations which do not fit into certain boxes of the consignment note must be entered on a continuation sheet and the attachment of the continuation sheet must be indicated in the Annexes box.

(2) The Waybill may be issued in the form of an electronic document with an advanced electronic signature.

(3) The waybill must contain:

- a) the name and address of the sender and the consignee,
- b) the name of the place of dispatch and destination and the date of receipt and delivery of the consignment,
- c) the description of the goods, their weight, and, in the case of consignments of general cargo or goods in transshipment, the number and marks of the packages,
- d) the identification of the party loading and unloading the consignment,
- e) the characteristics of the packaging of the consignment,
- f) the identification of the locks used on the wagons and in the intermodal transport units,
- g) the method of payment to be used and the party liable for the charges
- h) where the consignee is designated by the consignor in the consignment note as the party liable to pay the charges and the consignee pays the charges when the consignment note is made out, the amount of the charge for transport; and
- i) if an accompanying document is required for the carriage of the goods or for official procedures concerning the goods en route, a detailed list of the documents required by the authorities and attached to the consignment note or available to the railway company at a named railway station or place, indicating the station or place and the person and contact details of the contact person,
- j) a declaration by the consignor that he intends to participate in the administrative procedure, either in person or through an authorised representative
- k) any time limit for carriage other than that specified by the parties in this Regulation
- l) in the case of the carriage of dangerous goods, the particulars and entries required by the special legislation on the carriage of dangerous goods
- m) the fact that the goods are being accompanied and the instructions of the accompanying person
- n) a declaration by the consignor that he is aware of and accepts the terms of the commercial policy.

The transport document shall contain all such particulars, information and statements (hereinafter collectively referred to as "the communication") as either party deems necessary. If a communication cannot be entered in the appropriate box because of its length or if there is no such box, the communication shall be entered on a continuation sheet attached to the consignment note, except in the

case of an electronic document.

(4) At the time of dispatch, the consignor may indicate the value of the goods on the transport document (declaration of value).

11. *The consignor may declare the value of any goods on the transport document. The amount of the declaration of value must also be indicated on the transport document by number and letter. The consignor must notify MMV of his intention to declare the value 3 working days before the shipment, the cost of which is stated in the tariff. MMV may request an invoice or an official document from an expert to prove the value of the goods.*

(5) If the consignor indicates in the transport document his exceptional interest in keeping to the transport schedule, the railway company will accept this by means of a declaration on the consignment note (declaration of interest), subject to a surcharge. (*declaration of interest*)

12. *MMV will accept consignments for carriage by declaration of interest only on the basis of a special agreement and on payment of a special fee as specified in the tariff.*

(6) If the Railway Company carries out a direct transport operation, it shall enter it in the transport document.

(7) The transport document shall be signed by the consignor and the representative of the railway company. The signature may be replaced by a stamp, an automatic accounting mark or other appropriate means.

13. *The carrier is responsible for the accuracy of the data and declarations entered in the transport document. He shall bear all the consequences of any incorrect data and declarations. The carrier shall be liable for the entries even if the transport document was issued at the request of the MMV and signed by the carrier.*

(8) The parties may not diverge from the provisions of paragraphs (1) and (3) to (8).

Receipt of goods

8. § (1) The railway company shall acknowledge receipt of the goods and the time of acceptance for carriage on a copy of the transport document by signing, stamping or machine stamping the copy.

(2) When using an electronic transport document, the railway undertaking shall acknowledge the receipt of the goods and the time of their acceptance for carriage by means of an electronic message with an advanced electronic signature and a time stamp containing the data of the transport document.

(3) The Parties may not derogate from the provisions of paragraphs 1 and 2.

9. § (1) Unless otherwise provided by law, the railway company is not obliged to check the correctness, regularity and completeness of the documents required for the carriage of the goods or for their handling by the authorities en route.

(2) The railway company shall be liable for the consequences of the loss or misuse of the documents specified in the consignment note and attached to the consignment note or handed over to it, unless it has acted as could be expected of it in the circumstances. The amount of compensation payable shall not exceed the amount which would be payable in the event of total loss of the goods, except in the case of wilful misconduct or gross negligence.

(3) The consignor shall be liable to the railway company for any damage resulting from the absence, incompleteness or irregularity of the documents referred to in paragraph 1, unless the railway company is responsible for such damage.

Checking and maintaining cargo

10. § (1) When the consignment is accepted for carriage, the railway company checks the information on the transport document and, by means of an external inspection, the condition of the goods and packaging, the marks identifying the items and, if acceptance takes place after loading by the consignor, the positioning and securing of the load in the wagon.

(2) At the request of the consignor, the railway company shall, if possible, also check the gross weight and the number of pieces of the goods. If the railway company carries out the weighing and counting, it shall enter the weight of the goods as determined and the number of pieces in the transport document.

14. The sender is entitled to send the consignments with a mass declaration, but MMV cannot be held responsible for any shortage of goods sent with a declaration. MMV cannot refuse to weigh without giving an explanation.

15. The result of the weight determination shall be entered on the transport document or on the wagon list in kg, with the designation net tare gross. The MMV or his representative shall certify the weighing on the transport document.

(3) If, during the inspection, the railway company finds damage to the goods, defects or irregularities in the packaging or loading, inaccuracies or untruths in any of the data entered in the transport document, or if the consignor makes an unprofessional declaration or gives an improper instruction, the railway company shall enter the fact of the defect or irregularity in the transport document and acknowledge it to the consignor (reservation). If the consignor does not acknowledge the reservation or if the damage, defect or deficiency endangers the safety of traffic or the person or property of others, the railway company shall withdraw from the contract. The consignor shall compensate the railway company for any resulting losses.

(4) If the railway company has not entered a reservation in the transport document, it shall be presumed, until the contrary is proved, that the consignment and its packaging, its stowage and securing in the railway wagon were in order when the consignment was taken up and that the documents necessary for the transport and for the official handling en route were present.

Chapter III

EXECUTION OF THE TRANSPORT

Route of transport

11. § (1) If the consignor and the railway company have agreed on the route of transport, the carriage of goods shall be performed on that route.

(2) In the absence of an agreement between the consignor and the railway company, the railway company shall determine the route of the transport.

Escort of goods

12. § (1) If required by law or the rules of the business for certain types of goods, the consignor must provide an escort for the consignment. Otherwise, the consignor may provide an escort with the consent of the railway company.

(2) The consignment shall be under the supervision of the consignor, who shall, if necessary, handle and take care of the consignment, assist in official handling and, unless the consignor has excluded this by a declaration in the consignment note, give instructions to the railway company in the event of obstacles to transport and delivery.

16. The conditions for the escort of consignments shall be specified by the parties in the contract.

The administrative procedures

13. § (1) The railway company will take care of the official handling of the consignment during transport.

(2) If the consignor wishes to participate in the official handling in person or through a representative, the railway company shall notify the consignor or the representative of the place and time of the official handling. In such a case, neither the consignor nor his representative may take possession of the goods.

(3) The railway company shall be considered as the consignor's agent for the purposes of official handling and the handling of accompanying documents.

The transport delivery time

14. § (1) The transport time limit is 1 day handling time, plus 1 day for every 200 km of transport distance started.

(2) The time limit for transportation shall begin at 0:00 hours on the day after dispatch and shall expire on the day calculated in accordance with paragraph (1).

(3) The transport time limit is suspended if the consignment is detained for reasons beyond the control of the railway company.

17. Transport deadline suspended:

- on Saturdays, Sundays and public holidays;

- if the railway or its agent has imposed a restriction on the carriage of goods on the route or at the station.

18. *If there is no fault on the part of MMV, the time limit for the transport shall be extended by the time that becomes necessary due to the following circumstances:*

- *the duration of the detention for an administrative measure;*
- *the period of detention for transshipment or cargo adjustment;*
- *the period of detention for amending a transport contract;*
- *the period of detention due to circumstances beyond the control of MMV and beyond its control.*

(4) The railway company shall record the fact, the reason and the duration of the suspension of the time limit for the carriage in the waybill. Failing such entry, the railway company may not refer to the suspension.

Barrier to transport

15. § (1) If there is an obstruction to the commencement of carriage or to the carriage of the consignment to be dispatched, and a suitable alternative route is available, the consignment shall be carried to the place of destination by the suitable alternative route in accordance with the original terms of the contract, unless the consignor specifies otherwise. The time of carriage and the freight charge shall be calculated on the basis of the suitable alternative route if the impediment to carriage is not caused by the railway company.

(2) If the consignor has given instructions in advance in the consignment note in the event of an obstacle to carriage or if the consignor gives instructions to the consignor when the obstacle arises, the railway company shall act in accordance with the instructions.

19. MMV shall immediately notify the consignor in writing of the transport obstacle, who shall give MMV an enforceable instruction without delay, but no later than the day following receipt of the notification. If the impediment to carriage has not arisen in the interest of MMV, the costs of the detention shall be charged to the customer liable to pay.

Ex-post provision

16. § (1) If the ex post provision cannot be implemented, the railway company shall immediately notify the consignor.

(2) The fact of the ex post provision and its execution or refusal shall be recorded in the transport document.

(3) The consignor shall bear the additional costs of the execution of the ex post provision.

20. MMV accepts ex-post modifications and provisions to the contract of carriage from the consignor or his written agent after the commencement of carriage. The provision must be received in writing to the email address bagoly.eniko@mmv.hu.

Can be requested in ex-post modification:

- *transport of the goods to another destination;*
- *delivery to another consignee;*

- *return to the station of dispatch. Utólagos módosításban kérhető:*

CHAPTER III.

DELIVERY OF THE SHIPMENT

The notification

17. § (1) The railway company shall immediately notify the consignee or his agent (hereinafter together referred to as "the consignee") designated by the consignor of the arrival of the consignment.

(2) In the notification, the railway company shall inform the person entitled to take delivery of the possible time of loading and the time limit for loading or taking delivery.

(3) The unloading and pick-up time specified in the notification must be reasonable and sufficient to carry out the necessary operations.

(4) Before receiving notification of the arrival of a consignment, the person entitled to receive it - unless the consignor has given instructions to the contrary or has otherwise provided - may give and request instructions for the receipt of the consignment:

a) not to notify, or to notify in a particular manner, or to notify another person,,

b) the notification of its agent or the delivery of the consignment to its agent,

c) the weight or number of items in the shipment,

d) delivery of the consignment at a place other than the original place of delivery and suitable for rail transport.

(5) The additional costs incurred in carrying out the instruction provided for in paragraph (4) shall be borne by the person entitled to receive delivery.

The barrier to service

18. § (1) If the person entitled to receive the consignment is not available, or refuses to surrender the transport document or to accept the consignment, or if the consignment cannot be delivered for any other reason, the railway company shall notify the consignor and request instructions from him. If the consignor has given instructions in advance on the transport document in the event of an obstacle to delivery, or if the consignor gives instructions when the obstacle arises, the railway undertaking shall act in accordance with the instructions.

21. The costs of waiting and the execution of the instruction received are borne by the customer liable to pay.

(2) If the person entitled to take delivery presents himself for release of the transport document after the notification of the obstacle to delivery has been sent but before the instruction has been received, the railway undertaking shall deliver the consignment and, if the consignee is a different person, shall inform the consignor accordingly

(3) In the case of an obstacle to delivery, the provisions applicable to obstacles to carriage shall apply to cases not covered by this section. (15. §).

Delivery of the transport document and delivery of the consignment

19. § (1) At the station of destination, the railway company shall check the eligibility of the person presenting himself to take delivery of the consignment by checking it against the transport document.

(2) The railway company shall give the consignee the corresponding copy of the transport document and, after having inspected the wagon and the consignment and, if the consignor (consignee) is liable to pay, shall deliver the consignment after payment of the debt and acknowledgement of receipt.

(3) The railway company and the authorised consignee shall identify the consignment by comparing it with the data on the transport document and shall check the external condition of the wagon, the consignment and the packaging.

(4) The inspection shall in particular examine:

- a) the status of the wagon and the intermodal transport unit,
- b) the integrity and identity of the locks on the wagon and intermodal transport units,
- c) in the case of an open wagon, the surface of the load,
- d) the consignment lockers, the method of loading and the condition of the cargo,
- e) where possible, the number of items or packages,
- f) the marks on the consignment and their integrity.

(5) The railway company shall deliver the consignments at the public loading area if the consignee does not exercise his right of instruction as specified in point (d) of paragraph (4) of Article 17.

(6) According to Article 17(4)(c), the railway undertaking shall, if possible, at the written request of the person entitled to receive the goods and at his expense, determine the gross weight and the number of items. The determination of the quantity shall be carried out as far as possible in the same way as that used for the collection and the result of the examination shall be entered in the transport document.

22. MMV may limit the delivery of dangerous goods, taking into account the suitability of the loading place or loading equipment and the responsibility of the consignee.

Reservation at delivery

20. § (1) If, before or at the time of delivery, the person entitled to take delivery claims that the means of transport, the consignment or its packaging is damaged or incomplete, the load has shifted or there has been some other irregularity, he shall take delivery of the consignment with reservation. The railway company may not refuse to record the fact of the reservation in the transport document or to carry out the joint inspection provided for in § 21(3) to (4). The joint inspection carried out shall only extend the loading time if the reservation was correct.

(2) The person entitled to receive the goods may also make a reservation if he is not in a position to carry out the examination pursuant to § 21 (3) to (4). He may also make his reservation after delivery if the consignment has defects or damage which he claims to have occurred during carriage and which were not apparent at the time of delivery but which he subsequently discovers.

(3) The person entitled to take delivery must notify the railway company of the reservation within the time limit provided for in the Civil Code in the event of a defect that is identifiable or not identifiable at the time of delivery, and must also record the fact and content of the reservation in the transport document.

§ (1) In the case of a reservation, or if the railway company discovers or suspects damage to or partial loss of the consignment before delivery, it shall record its findings on the basis of the inspection referred to in paragraphs 3 to 4 of this Article, on the basis of the report, concerning the condition, weight, number of items and, if possible, the time and cause of the damage.

(2) The railway company shall give a copy of the report to the person entitled to receive it.

(3) If, despite the reservation of the consignee, the railway company does not allow the fact of reservation to be entered in the consignment note, or refuses to carry out a joint inspection, or does not acknowledge the facts in writing and does not immediately hand over the report (document) to the consignee, the consignee may refuse to accept the consignment, even after the consignment note has been issued, and may ask an expert or an uninterested third party to carry out the necessary inspection.

(4) If individual items of the consignment indicated in the consignment note by number of items are missing at the time of delivery, the railway company may acknowledge the partial loss by an entry in the transport document.

Unloading, returning the wagon

21. § (1) The person entitled to take over the wagon must return it to the railway company in a clean and undamaged condition within the loading period, and must remove any waste or residual goods generated during unloading.

(2) If the consignment is not unloaded by the consignee within the loading time or is not removed from the loading area within the time limit, the railway company is entitled to charge a fee for the occupancy of the wagon or for the storage of the consignment. If the wagon is not returned by the person entitled to take delivery in the condition referred to in paragraph 1 or if the waste or scrap is not removed, the railway company shall be compensated for any loss incurred in this connection.

23. For the unloading/unloading of railway wagons, MMV shall provide at least 24 hours of free loading time. The relevant loading time and the time limit for unloading shall be specified in the contract.

III. CHAPTER

FREIGHT CHARGES AND RAILWAY COMPANY COSTS

Payment of freight and charges

22. § The railway company's remuneration for the services it provides in the performance of the contract and the costs necessarily and usefully incurred for the carriage (hereinafter together referred to as "carriage charges") shall be paid by the consignor. The consignor may designate the consignee or another person as the party liable to pay the freight charges on the consignment note. If the customer so designated fails to pay, the cost of carriage shall be borne by the consignor.

Cash on delivery

23. § The railway company may undertake to collect from the consignee the amount of the cash on delivery specified in the consignment note at the time of delivery of the consignment and to pay it to the consignor or to the person designated by him. In collecting the additional charges, the railway company shall act as agent for the consignor.

24. MMV does not collect cash on delivery.

IV. CHAPTER

RESPONSIBILITY

Liability for loss incurred en route

24. § (1) In the case of goods which, by their very nature, normally suffer loss of weight during carriage, the railway undertaking is responsible for the loss of mass in excess of

- a) two per cent by weight for goods consigned in liquid or wet state,
 - b) one per cent by weight for dry goods,
- except in the case of intentional damage, irrespective of the distance covered.

(2) If the consignment consists of several kinds of goods and their weights are shown separately on the consignment note, the loss of weight shall be calculated separately for each kind of goods.

(3) The railway undertaking may not rely on the limitation of its liability under paragraph (1) if it can be proved that the loss of mass was due to a cause within the control of the railway undertaking.

(4) In the event of total loss of the consignment, the amount of compensation shall not be reduced by the amount of the loss in weight.

Exceeding the transport deadline

25. § (1) If the railway company exceeds the transport time limit, it will pay a penalty equal to 10% of the freight charge for each day of delay, up to a maximum of the freight charge.

(2) In the event of total loss of the consignment, no penalty may be claimed for exceeding the transport deadline. In the case of partial loss, the amount of the penalty shall be based on the proportion of the freight charge applicable to the part of the consignment delivered late.

(3) If the consignment has been damaged and the railway company has exceeded the time limit for carriage, the consignee may claim, in addition to compensation for the damage, the penalty for exceeding the time limit for carriage in accordance with paragraph (1).

Loss of goods

26. § (1) The consignor may consider the goods to be lost if the railway company

does not deliver them within 30 days of the expiry of the time limit for delivery. At the request of the consignor, the railway company shall immediately provide a certificate of loss of the goods. The certificate may be requested no later than one year from the presumed date of loss.

§ (2) The railway company shall immediately notify the consignor if the goods considered lost are found within one year of the expiry of the transport deadline. The consignor shall have 30 days from the date of receipt of the notification to dispose of the goods which have been bypassed.

Rate of compensation for goods damage

27. § (1) If the railway company is liable for compensation for the total or partial loss or destruction of the consignment, the value of the consignment shall be determined in the following order:

- a) in the case of a declaration of value, the amount shown on the consignment note under such heading,
- b) the price on the supplier's invoice,
- c) the market price at the time and place of dispatch,
- d) the usual value of goods of the same type and quality at the place and time of dispatch,
- e) the stock exchange price of the goods.

(2) Except in the case of intentional damage, the amount of compensation in the event of damage to the consignment may not exceed.

- a) the amount of compensation for the total loss of the consignment, if the damage has reduced the value of the entire consignment,
- b) the amount of compensation for the loss of the depreciated part, if only part of the consignment has been damaged.
- c) In the case of a declaration of interest, the maximum amount of compensation, except in the case of intentional damage, is the amount declared in the consignment note.

Contribution by the sender

28. § It is considered to be the fault of the consignor if, in a case where the consignment should have been accompanied by an escort according to the law or the agreement of the parties, he did not order an escort or if he consigned the goods for carriage by deceiving the railway company or in breach of the safety rules provided for by law.

Liability of the sender

29. § (1) If, by deceiving the railway company, the consignor consigns goods for carriage which cannot be covered by a contract of carriage or consigns goods for carriage without complying with the conditions laid down in the special legislation, the railway company shall, upon becoming aware of this, at its option, unless otherwise provided by law

- a) refuse or discontinue carriage,
- b) carry the goods back to the place of dispatch,
- c) forward the goods to their destination.

(2) If the consignor, deceiving the railway company, consigns dangerous goods for carriage without complying with the conditions prescribed by special legislation, the railway company shall refuse or discontinue carriage, unless otherwise provided by law.

(3) Unless otherwise provided by law, if the consignor fails to enter in the transport document the information required by RID, the railway company may, within the limits permitted by RID, unload, destroy or render harmless the dangerous goods. In this case, the railway company does not have to pay compensation unless it knew at the time of taking over the goods that they were dangerous.

(4) The consignor shall compensate the railway company for any loss or damage incurred in connection with the carriage of goods consigned in the manner specified in paragraph (1). He shall be exempted from liability if he proves that the damage was caused by the railway company's incorrect information.

(5) The railway undertaking may claim compensation if the consignor

a) exceeded the load limit of the wagon with the goods loaded by him or her or the carrying capacity of the railway track in the case of consignments dispatched by weight declaration, and thereby caused damage to the railway company, or

b) caused a reduction in freight charges by means of a false declaration of weight or contents.

(6) The railway company shall have the right to inspect the contents of the consignment from the time of picking up the consignment until its delivery, without prejudice to the consignment itself, and to check its weight.

Presumption in case of re-dispatch

30. § If a consignment is re-dispatched without being unloaded and without leaving the custody of the railway company, any damage or partial loss of the consignment discovered on delivery shall be presumed to have occurred during the final stage of carriage.

THIRD PART

TRANSPORT OF OTHER CONSIGNMENTS

V. CHAPTER

INTERMODAL TRANSPORTATION UNIT TRANSPORT

31. § For the carriage of an intermodal transport unit, Chapters II to VII shall apply with the derogations set out in this Chapter.

32. § In the consignment note of the intermodal transport unit, in addition to the information specified in § 7, the mark, track number, control number, tare weight, weight of the goods loaded and total weight of the intermodal transport unit must be entered.

33. § The compensation for damage to a part of an intermodal transport unit shall be an amount corresponding to the cost of repair, which, except in the case of intentional damage, shall not exceed the amount payable in the event of the loss of the intermodal transport unit.

VI. CHAPTER

CARRIAGE BY RAIL OF A VEHICLE RUNNING ON ITS OWN WHEELS

34. § For the carriage of a railway vehicle running on its own wheels, Chapters II to VII shall apply with the derogations set out in this Chapter.

35. § In the consignment note of a railway vehicle running on its own wheels, the mark or number of the railway vehicle shall be entered in addition to those specified in § 7.

36. § A railway undertaking shall accept for carriage a railway vehicle which is not part of the fleet of a railway undertaking or of an operating body, provided that the running ability of the railway vehicle is certified by an organisation authorised by a separate act.

37. § (1) The compensation for damage to a part of a railway vehicle running on its own wheels shall be an amount corresponding to the cost of repair, which, except in the case of intentional damage, shall not exceed the amount payable in the event of loss of the railway vehicle transported.

(2) The railway company is not liable for the loss of parts which are not marked on the longitudinal side of the railway vehicle running on its own wheels or which are not indicated in the list attached to the transport document of the vehicle.

VII. CHAPTER

TRANSPORT OF A CONSIGNMENT OF PIECE GOODS

38. § For the carriage of piece goods, the provisions of Chapters II to VII shall apply, subject to the derogations set out in this Chapter.

39. § (1) The railway company shall forward the general cargo consignment by groupage.

(2) May not be taken up for carriage as piece goods:

a) bulk cargo

b) living animal,

c) an object that cannot be combined with another consignment,

d) an object requiring special handling (cooling, heating or other).

(3) The consignor must mark each item in a piece goods consignment in such a way that the marking shows that the items belong together (in one consignment).

(4) The railway undertaking shall accept the piece goods for carriage at the places and under the conditions laid down in the rules of business.

(5) The railway company accepts a piece goods consignment for carriage by establishing the weight and number of items.

(6) If the law imposes special conditions on the carriage of goods carried as piece goods, the consignor must comply with them.

40. § The loading of the piece goods into the wagon is done by the railway company.

41. § The delivery time is 48 hours from 0:00 on the day after dispatch.

(2) If the railway company exceeds the transport time limit, it will pay a penalty of 15% of the freight charge for each day of delay, up to a maximum of the freight charge.

25. MMV does not undertake the carriage of piece goods.

VIII. CHAPTER

CONCLUDING PROVISIONS

42. § (1) This Regulation shall enter into force on 23 February 2009, except as provided for in paragraph (2), provided that Article 3 of this Regulation shall apply, subject to paragraph (4), to the rules of business submitted for approval after 23 February 2009.

(2) Articles 1-2, 4-42 and paragraph 5 of this Article shall enter into force on 1 June 2009 and shall apply to contracts of carriage concluded thereafter.

(5) The provisions of this Regulation shall be in accordance with the provisions of Appendix B [Uniform Rules concerning the Convention concerning the International Carriage of Goods by Rail (CIM)] to the Convention concerning the International Carriage of Goods by Rail (COTIF), signed at Berne on 9 May 1980.