

# Special Conditions

## RESAFRET

*Translation from French: In case of discrepancy in the translation, the French version shall prevail.*

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### 1. Definitions

**Customer Service:** entities of the French Railways (SNCF) tasked to assure that carriage orders are taken in hand and followed up.

**Principal:** the customer or his agent that places the order with the Customer Service.

**Trainload freight:** shipment the tonnage of which and/or number of wagons needed to carry it determine specific terms of acceptance for carriage.

**Overbooking:** the fact of a customer placing more than one order for a same given carriage.

**Terms of delivery:** the planned date and time of delivery.

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### 2. Subject and Scope of Application

These Special Conditions describe the “transport in wagons” offer, in conventional rail freight, provided by SNCF.

They define the “products” (carriage options) offered by SNCF and the ways and means of order placement.

They apply as soon as an order for carriage has been placed in accordance with the ways and means it sets down and is accepted by SNCF. They must be supplemented by a RESAFRET agreement between SNCF and its customer.

In respect of the movement of empty wagons, only Articles 5.1.1., 5.1.3., 5.1.4. and 5.2.1. below apply.

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### 3. Products and acceptance rules

SNCF markets a RESAFRET carriage offer consisting of three products.

Which carriage product is relevant is determined by how early the order is placed. The lead times range from J-90 (J minus 90 days) to J-1 12:00, where J stands for the Day (“jour” in French) on which the loaded wagons are expected to be delivered to SNCF by the Principal for carriage.

- The Commitment J1 product, without access conditions, requires the order to be placed between J-7 and J-1 before 12:00.
- The Commitment J8 product, without access conditions, requires the order to be placed between J-30 and J-8.
- The Commitment J31 product *with* access conditions requires at least one trainload movement from the same origin to the same destination, per week over a period of at least six weeks and a prior agreement from SNCF about the feasibility of the conveyance. This product entails that the order is placed between J-90 and J-31. Discovery that customer has made an overbooking may cause customer to be barred from the Commitment J31 product.

On any given route, the rates are differentiated and stepped down according to whether the product chosen is the Commitment J1, Commitment J8, or the Commitment J31.

Which carriage product is served to the customer is independent of the unit volume of the order.

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### 4. Undertakings

#### 4.1. Customer's undertakings

The customer undertakes to:

- place all orders in keeping with Article 5 hereunder,
- comply with the consignment hand-over rules set out in SNCF's acceptance of the order (number of wagons, category of wagons, destination, goods tendered, place where handed over, deadline for hand-over, etc.),
- make every effort so that the shipment can be picked up and delivered as planned, especially in respect of the condition of the wagons and their loading, and access to and availability of the sidings.

#### 4.2. SNCF Undertakings

SNCF undertakes to respect the date and time of delivery quoted to the Principal upon accepting the order. This undertaking ends with the delivery at the location agreed in the Resafret Agreement (“Convention Resafret”) between SNCF and the customer.

Reliability is computed every month by SNCF, by product and by customer account, taking the ratio of the number of wagons having arrived on time, with a one (1) hour tolerance, and the number of wagons delivered during the month. Wagons having been ordered without an undertaking on the Railway's part and those delayed for reasons not attributable to SNCF (such as misloadings, lateness caused by the customer, appearance of an obstruction on the track, vandalism or like willful interference, public demonstrations outside the scope of SNCF or industrial action) however are excluded from the computation.

As soon as the rate of fulfillment (reliability) of the undertaking falls below 90%, SNCF grants a flat-rate compensation of €20 per wagon, for Commitments J31 and J8, to customers having placed four (4) orders within the month for a minimum of 25 wagons per Product option.

The compensations are computed according to the difference between the actual reliability rate and the 90% fulfillment rate and are paid without further action, monthly, to the account of the paying customer. They cannot be aggregated with the indemnity

for failure to meet a delivery deadline, provided for in Article 7 of the CGVT.

Consignments having been the subject of an order modification later than J-1 12:00, at SNCF's instigation, shall be taken into account in computing product reliability.

## 5. Ways and Means of Order Placement

### 5.1. Ordering

5.1.1. Orders must be placed using a special form to be filled out by the Principal and submitted in paper or electronic form to the designated Customer Service. The following information must be provided as a minimum:

- the originating and destination place(s) and station(s), or border point if export traffic, of the shipment
- the identities of the Principal, the paying customer, the consignor and the consignee,
- a description of the good(s),
- the number and type of wagons,
- the unit volume per order,
- the desired departure date and time of hand-over for conveyance.

5.1.2. The order must be placed within the lead times stated for each carriage product as set down in Section 3.1 herein, and can only call up the product whose Commitments it fully meets.

When the movement is a trainload movement, the information required by SNCF to accept the carriage – certification of the siding(s), technical requirements, ways and means of hand-over for conveyance and of delivery – are communicated to the customer.

5.1.3. All orders are answered by electronic means, in principle within 48 hours (not counting Saturdays, Sundays and Public Holidays). In its response, SNCF indicates its acceptance to carry by stating either the terms of delivery or the SNCF Product Commitment as defined in Section 4.2. Any modification or cancellation made after such acceptance for carriage is subject to the conditions set out in 5.2 below.

In the event that it cannot meet the departure date requested by the customer, the Customer Service shall make a counter-proposal.

If the terms of delivery proposed by SNCF differ from those requested by the customer, they shall nevertheless be deemed to have been accepted by the customer if he fails to react within 48 hours (not counting Saturdays, Sundays and holidays).

The follow-up and communication of information about the order shall be done, as a rule, by computer. Customer may contact the Customer Service during its opening hours. The Customer Service is the only entity authorised to give information to the Principal and his/her designated representatives.

5.1.4. Trainload movements must mandatorily be ordered by J-1 12:00 at the latest: no consignment shall be accepted without an order.

Hand-overs for conveyance without an order, handed over later than J-1 12:00, shall be conveyed with no undertaking about the time to delivery and shall be priced at the Commitment J1 rate, marked up by 12%.

### 5.2. Modification and cancellation of an order after its acceptance by SNCF

5.2.1. Any modification or cancellation of an order for conveyance must be made in written form to the Customer Service exactly the same way as the initial order.

5.2.2. The modification or cancellation shall incur a penalty charge as shown in the table under 5.2.4.

However, an order modification resulting in a decrease in making the volume carried less than the minimum tonnage or charge stipulated in a special agreement shall not incur a penalty charge if that minimum order level is effectively invoiced.

On the other hand, in the case of an increase in volume, a new order must be placed for the additional wagons, unless it is a matter of additional wagons for a more-than-carload movement that is still achievable with the technical conditions obtaining. The new order is then processed and handled in accordance with the same time-before-conveyance rules above.

5.2.3. Any change of origin, destination, hand-over day or time at customer's instigation shall result in the following:

- taking a new commitment option,
- charging by SNCF of the rate associated with the access conditions and lead times stated. Orders modified later than J-1 12:00 shall be invoiced at the price of Commitment J1 marked up 12%,
- charging by SNCF of a penalty applied to the number of wagons in the order.

5.2.4. The penalty charges per wagon are shown in the following table:

Penalty for:	Up to J-8	Between J-7 and J-1 12h	After J-1 12h
decrease in volume	€0	€35	€100
or change of origin, destination, day or time of hand-over			
or order cancellation			

### 5.3. Modification en route

Modification of the destination of a consignment in the course of carriage ("Modification en cours de transport - MCT") shall entail loss of the SNCF commitment and shall proceed as per the procedures set out in Article 12 of the General Sales and Transport Conditions.