

*Special Conditions*  
MULTI-LOAD/MULTI-CUSTOMER (“MLMC”)

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**The MLMC is the only offer from Fret SNCF for the transport of single wagons.**

**It is focused on the relevance domain of railway freight and based on a transport plan structured around a set of lines linking, on a regular basis, two economic centres.**

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## **1. Definitions**

**Single wagon:** consignment not making up a bulk transport.

**Order Manager:** SNCF agent who manages and follows the realisation of orders.

**Relation:** origin / destination of a transport.

**Platform:** meeting point at the extremity of an axis which receives and classifies:

- the wagons from consignee sites
- the wagons to be delivered to the destination sites.

**Axis:** regular railway relation between an origin platform and a destination platform.

**Service:** transport carried out between a storage or delivery site and a platform.

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## **2. Subject – Field of application**

These Special Conditions describe the MLMC offer in conventional transport and the transport conditions of **loaded** single wagons carried out by Fret SNCF or under its responsibility.

The transport conditions of the empty single wagons are specified in the Customer Agreement or are the subject of a special agreement.

The MLMC offer is based on reciprocal commitments:

- Fret SNCF undertakes to ensure the transports on the relations and under the conditions stipulated in the special agreements, together with, if necessary, a transport time guarantee;
- the Customer undertakes to supply transport forecasts and to give them within the framework of a special order system.

The MLMC offer is open to international traffic in accordance with the conditions defined in the Customer Agreements.

These Special Conditions apply as soon as a special agreement, called “**Customer Agreement**” is concluded between Fret SNCF and its Customer.

**No single wagon will be accepted for transport** by Fret SNCF or by a carrier acting on behalf of Fret SNCF **if it has not been the subject of Customer Agreement duly signed.**

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### 3. Acceptance conditions and rules

The acceptance of wagons in the MLMC product is carried out according to three conditions:

- Wagons “**ordered**”

Wagons ordered in accordance with the stipulations of article 5 and handed over in accordance with the conditions agreed in the Customer Agreement (example: respect of the maximum number of wagons per hand over day,...).

They are conveyed in accordance with the conditions agreed in response to the order and benefit from the transport time commitment provided for in article 4. The customer is informed of the commitment thus taken for each wagon.

The transport of the ordered wagons is subject to a price defined by the Customer Agreement.

- “**Additional**” wagons

Wagons delivered on the axis having been the subject of a pre order:

- either in addition to the maximum number agreed per order,
- or another day than the agreed hand over day (in response to an order).

They are conveyed depending on the available means and do not benefit from the deadline commitment provided for in article 4.

The transport of the additional wagons is invoiced at the same price as the wagons ordered.

- “**Spot**” Wagons

Wagons handed over in the absence of any pre order on an axis.

They are transported depending on the available means and do not benefit from the transport time commitment provided for in article 4.

The transport of the spot wagons is subject to a special price defined by the Customer Agreement.

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## 4. Commitments

### 4.1. Fret SNCF commitments

Fret SNCF undertakes:

- to respect, for each relation, the transport time commitment (pick-up of the wagons and delivery) defined by the Customer Agreement for the wagons ordered,
- to advise the Customer, through Fret SNCF internet portal, of the conditions of realisation of the orders and monitoring of the transports.  
The Customer can also obtain this information by contacting the order manager, whose details can be found in the Customer Agreement.

Fret SNCF commitment takes into account:

- the hand over days agreed in response to the order,
- the conditions of the services described in the agreements entered into with the consignees,
- if necessary the traffic days.

Failure to respect the deadline defined above and subject to the wagons having been handed over by the Customer under the agreed conditions, Fret SNCF undertakes to pay **compensation**, the conditions of which are described in article 6.3.

### 4.2. Customer commitments

The Customer undertakes:

- to provide Fret SNCF with an annual forecast for his transports per relation,
- to respect the order programme defined in article 5 below,
- to respect the financial conditions defined by articles 6.1, 6.2 and 6.4 below.

## 5. Order programme

The order programme is described in the table below where

- “Y” is the year of delivery of goods to be sent,
- “M” is the month of delivery of goods to be sent,
- “W” is the week of delivery of goods to be sent:

<b>Stages</b>	<b>Who</b>	<b>At the latest</b>
<b><u>1</u></b> <b>Forecasts</b> in volumes per relation	Customer	October Y-1*
<b><u>2</u></b> Monthly <b>Pre orders</b> on <b>monthly volumes per axis</b> The <b>Customer</b> can choose to express his pre orders per relation	Customer	On the 15 <sup>th</sup> of M-2
<b><u>3</u></b> <b>Orders</b> The order can vary by + / - <b>20% in relation to the pre order</b> It is divided into <b>weekly volumes per axis</b> . The Customer can however specify in his order: - the weekly volume per relation, - the number of wagons per day, per axis or per relation	Customer	On the 15 <sup>th</sup> of M-1
<b><u>4</u></b> <b>Offer of distribution of the order</b> over the daily volumes per axis (or per relation when the Customer has specified this when placing the order)	Fret SNCF	On the 23 <sup>rd</sup> of M-1
<b><u>5</u></b> <b>Order confirmation</b> on the <b>daily</b> volumes per axis (or per relation when the Customer has specified this when placing the order), the Customer being able to ask for a modification of the daily distribution as long as he respects the weekly volumes of his order.	Customer	Thursday noon of W- 1
<b><u>6</u></b> <b>Validation of the order confirmation</b>	Fret SNCF	Friday noon of W-1

\* Or 3 months before the start of the Customer Agreement validity if the latter starts during the course of a calendar year

### 5.1 The pre order and the order

They are carried out by the Customer through the Fret SNCF “clic-services” portal per Customer Agreement.

They must at least include the following information: the number of monthly wagons per axis (pre order) and weekly wagons per axis (order),

### 5.2 The order confirmation

The Customer confirms with Fret SNCF his order distributed over the daily volumes before noon on the Thursday of the week before the handing over day.

In the absence of confirmation by the Customer, the order is deemed confirmed under the terms and conditions of the offer of order distribution sent by Fret SNCF.

Any confirmation of order is the subject to validation by Fret SNCF through the “Clic-services” portal before **noon on the Friday** of the week before the handing over day. The possible adjustments in relation to the confirmation made by the Customer on the Thursday noon will be discussed with the order Manager.

### 5.3 Modification and cancellation of order

Subject to the stipulations of the table in Article 5 above, an order can be modified or cancelled without any consequence for the Customer until the 15th of M-1.

After this date, any order is considered as firm and final.

The wagons ordered not handed over will be considered “de facto” as missing wagons in relation to the order.

### 5.4 Monitoring of the orders

The monitoring and the information regarding an order are ensured by the “clic services” internet portal, the Customer being able to contact, during opening hours, the order Manager, solely authorised to supply information to the Customer and to people designated by name in the Customer Agreement.

## **6 – Financial conditions**

### 6.1 Transport prices

The transport prices per relation and per wagon are included in the Customer Agreements.

Depending on the case, they can include the transport of empty wagons and/or the supply of the wagons by Fret SNCF.

The Customer Agreement defines the transport prices for:

- the wagons ordered and the additional wagons;
- the spot wagons.

The invoicing and payment conditions are, failing a special agreement between Fret SNCF and the Customer, those provided by Fret SNCF General Selling and Transport Conditions (“GSTC”).

## 6.2. Penalties

If a customer hands over for transport **less than 90%** of the wagons ordered for a given month and on a given axis, it will be invoiced for penalties unless the wagon was not handed over for transport for reasons attributable to Fret SNCF.

The penalties are invoiced **monthly and per axis** in accordance with the following formula:

$[\text{Sum of the wagons ordered on the axis} \times 0.9]^2 - \text{sum of the wagons handed over on the axis}] \times \text{amount of the penalty.}$

The amount of the penalties applicable is included in the Customer Agreement.

The free allowance of 10% of wagons ordered, on which no penalty applies, makes it possible to take into account on a flat-rate basis particular events (empty/loaded chains, supply of wagons or postponed services, etc.) causing delay in the hand-over of ordered wagons.

By invoicing, a summary table of the monthly amount of the penalties is given to the Customer at the beginning of the month following the month of traffic.

## 6.3. Compensations

Fret SNCF undertakes to deliver the wagons **ordered and duly handed over by the Customer in accordance with the “validation of the order confirmation” (article 5)** within the transport time provided for by the Customer Agreement with a reliability ratio of 90 %.

The wagons delivered after the transport time because of industrial action or an event not attributable to the SNCF of which, in particular, a modification of the conditions of access to the infrastructure the consequences of which would be known by Fret SNCF after the conclusion of the Customer Agreement, are not taken into account in the reliability calculation.

The reliability calculation is carried out monthly, for each relation, for the wagons handed over during the <sup>month</sup><sup>3</sup>.

<sup>2</sup> If there is a decimal value, it will be rounded up mathematically with a minimum value of a 1 wagon free allowance

<sup>3</sup> For wagons handed over in France, departure date taken in account for delay calculation is the date in box 56 of the Consignment Note. For wagons not delivered due to destination site, the date of first presentation of the wagon is taken in account.

If the reliability ratio is lower than 90%, compensations are paid according to the length of the delay:

- delay  $\leq 2$  working days: payment of an inclusive compensation of 30€/wagon thus delayed;
- delay  $> 2$  working days and  $\leq 4$  working days: payment of an inclusive compensation per relation and per wagon thus delayed defined in the Customer Agreement ;
- delay  $> 4$  working days: payment of an inclusive compensation per relation and per wagon thus delayed defined in the Customer Agreement.

By invoicing, a summary table of the monthly amount of the compensations is sent to the Customer by Fret SNCF at the beginning of the month following the month of traffic, on the basis of which Fret SNCF will issue a credit note, the amount of which will be credited to the Customer's account.

In the case where the Customer is also the holder or the authorised party in the GCU meaning, the compensations are not added to the daily indemnities for loss of possession because of the delay.

#### 6.4. Annual bonus/malus system

##### 6.4.1 Bonus

Fret SNCF will grant a bonus when the two conditions stated below are fulfilled:

- At least 80% of wagons handed over during the year have been ordered
- The ordered turnover during the year increases over the previous year and is greater than the target turnover defined for the bonus in the Customer Agreement.

The amount of the bonus is determined in accordance with the grid below:

Difference between the ordered turnover and the target turnover defined jointly	20% et +	18% à <20%	16% à <18%	14% à <16%	12% à <14%	10% à <12%	8% à <10%	6% à <8%	4% à <6%	2% à <4%	0% à <2%
Rate of bonus to be applied to the ordered turnover*	5%	4,50%	3,90%	3,30%	2,70%	2,10%	1,50%	1,20%	0,90%	0,60%	0,30%

##### 6.4.2 Malus

Fret SNCF will invoice a malus when less than 80% of the wagons handed over during the year were ordered.

The amount of the malus is determined in accordance with the grid below:

Ordered/handed over rate (volumes)	<60%	60% à <62%	62% à <64%	64% à <66%	66% à <68%	68% à <70%	70% à <72%	72% à <74%	74% à <76%	76% à <78%	78% à <80%	80% et +
Malus rate to be applied to the	5%	4,50%	3,90%	3,30%	2,70%	2,10%	1,50%	1,20%	0,90%	0,60%	0,30%	0%

ordered turnover*												
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thus defined applies to the total turnover realised by the Customer in the year in question on the perimeter of the MLMC<sup>4</sup> offer, excluding penalties and over and above other railway companies.

Fret SNCF will inform the client of the result of the bonus/malus calculation and

- in the case of a bonus, will issue a credit note the amount of which will be credited to the Customer's account,
- In the case of a malus, will issue an invoice that the client undertakes to settle in accordance with the payment terms of the GSTC.

<sup>4</sup> If the customer has several Customer Agreements, the stipulations of Article 6.4 apply:  
- to the target turnover defined for the bonus in the framework contract

- to the accumulation of the wagons ordered/accumulation of wagons handed over in accordance with the various contracts, for the calculation of the malus and the bonus.