

Special Conditions

Use of Wagons by SNCF, Railway Undertaking

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Special Conditions

Use of Wagons by SNCF, Railway Undertaking

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

SNCF is a party to the Standard Usage Contract for wagons (GCU/CUU) in its capacity as a Keeper Railway Undertaking.

1. Scope of application

1.1 In regard to the utilisation of wagons as a mean of transport, whether in domestic or international traffic, the relations between SNCF, a user railway undertaking (EFu), and the wagon keepers are governed by the uniform rules on contracts of use (CUV), the GCU/CUU and its appendices, these Special Conditions and, when relevant, special agreements.

Any party tendering a wagon to SNCF by the keeper (or their representative) shall abide by all of the provisions herein.

1.2 The conveyance of empty wagons running on their own wheels and handed over to operations as hauled loads (consignment covered by a CIM consignment note), whether they are or are not subject to special rules of acceptance by the railway or of running, is not included in these Special Conditions.

1.3 The keeper (or their representative) undertakes to bring the following notices to the attention of its clients, dispatchers and recipients/consignees.

2. Acceptance of wagons

2.1 SNCF accepts the wagons from keepers that are a party to the GCU/CUU or that have made a specific usage contract with SNCF. These keepers whether or not CUU must have an organisation responsible for maintenance (Entité en Charge Maintenance ECM), that has been certified or self-declared are recorded in the European Railways Agency (ERA) register.

2.2 The wagons must be handed over to SNCF with all their components in good condition, with, as appropriate, the "empty-loaded" device, if present, set to the appropriate position according to each wagon's weight on rail and with their distributor valve control reservoirs at a pressure of less than 5.4 bar. The buffers of the wagon or wagons handed over to SNCF must have been greased with the recommended products according to standard practices.

2.3 SNCF visually inspects the wagons to check their fitness to run "as delivered". This inspection is done from the outside, under the conditions obtaining for a person standing near the wagon in order to look for manifest defects relative both to the frame and body of the wagon. This check of the wagon by SNCF during its acceptance shall not make SNCF liable in any way, unless it is proven that a loss results from a defect in a component which is safety-critical for operation, that such defect was present at the time of SNCF's inspection and that it was obvious in the conditions under which such inspection was made.

2.4 Wagons carrying or having carried dangerous goods shall be accepted with the reservations and in the conditions set down by the regulations and laws in force, in particular by the Regulation on the International Carriage of Dangerous Goods by Rail (RID) and the "RID Decree". The information required to meet the provisions of the latter documents shall be supplied by the Consignor, in support of the wagon note CUV or the consignment note CIM. SNCF is not required to check the accuracy and completeness of that information supplied.

2.5 SNCF is entitled to reject a wagon that it deems unsafe. In such case it shall advise the party tendering the wagon of the reasons for rejection. SNCF may reject a wagon or a set of wagons that are insufficiently braked.

2.6 When not assembled, the bogies of a bimodal system¹ shall not be accepted as means of transport.

2.7 SNCF shall be entitled to make a "Technical Inspection Prior to Acceptance" ("*Visite Technique Préable à l'Acceptation*" - VTPA) of any wagon tendered to it.

2.8 The measures of restrictions and interdictions relating to the acceptance of certain wagons decided upon by National Security Authorities (ANS) or by a railway company involved in the transports shall appear on the SNCF web site (*link under construction*).

2.9 In the case of a wagon being returned to service having been immobilised for at least a year, the keeper must have first carried out a rolling test and a brake function test.

3. Movement of empty wagons used as means of transport

3.1 Aside from the particular cases addressed by Article 6 hereinafter, SNCF will move empty wagons only if they are

¹ - Bimodal system: refers to bogies used for road semi-trailers carried on railway bogies, registered as wagons. Each bogie is counted as one vehicle. The provisions of these Special Conditions, except for Article 5, apply to the bimodal system in the same fashion as to wagons, with, if needed, suitable adaptations made necessary by their constructional and usage characteristics.

covered by a wagon note CUV drawn up by the keeper or another authorised party. In some cases, several wagons may be covered by a single, common wagon note CUV.

3.2 SNCF may, following specific instructions from the keeper or his authorised representative, draft on the latter's behalf CUV wagon notes against payment of the costs set out in the Tariffs (*Tariffs available on the Fret SNCF website http://fret.sncf.com/fret/nos_services_et_offres_commerciales/548-conditions_commerciales_et_tariffs.html*).

3.3 Empty wagons are taken in hand in running order and handed over in stations, on private sidings, in stations yards, in combined transport yards, or on harbour lines.

3.4 Unless otherwise instructed by the keeper, SNCF may entrust provision of the services, in part or in whole, to one or more other user RUs that are a party to the GCU/CUU.

3.5 The conveyance time shall be counted starting from the wagon(s)' acceptance, at 12:00 at the earliest on the date of handing over. The wagons shall be delivered, at the latest, at the first suitable service following expiry of this time.

3.6 The conveyance contract ends when the wagon(s) is or are delivered to the consignee. Delivery shall be deemed effective as soon as the empty wagons are put in place in the agreed location. For the workshops, the agreed delivery location is defined by the station workshop code (list of station codes in the price lists).

3.7 The timescales in the movement contract are suspended if there is an impediment to transport or delivery, starting from the dispatch to the shipper of the noticed mentioned at Point 4.5 below and respectively until the movement is restarted or until delivery.

4. Use of the wagon letter (LW) CUV

4.1 The methods relating to the use of the wagon letter (LW) CUV and the execution of the movement contract for empty wagons are contained in the CUV Wagon Letter Guide (GLW CUV) published by the International Rail Transport Committee (CIT).

4.2 A special convention specifies the conditions for the use of the electronic wagon letter (LW).

4.3 In some cases a wagon letter (LW) CUV may be common to several wagons. It is then completed by a wagon statement listing all the wagons making up the shipment.

4.4 Any modification of the conveyance or routing in the course of conveyance must be advised by a written order sent to the Customer Service. The invoice shall be based on the new, changed order. When such a modification bears upon the destination, shown on the wagon letter (LW) CUV, the modification costs stated in the Tariffs shall be applied. The rerouting of an empty wagon having already reached its destination shall in all cases be considered as a new routing and will require the allocation of a new wagon letter (LW) CUV.

4.5 If there is an impediment to the movement or delivery of an empty wagon, for whatever reason, an ad hoc notice is drawn up and sent to the shipper, in compliance with the rules defined by CIT, in order to receive its instructions if necessary, within the time limits set by the CUU.

Writing a Damage Report (PVCA) does not exclude the application of the provisions of Article 7 below.

4.6 Suspension of traffic to a place, station, Rail Company, or Infrastructure Manager is a reason for SNCF not to accept the wagon letter (LW) CUV.

5. Custody of wagons stored without a Contract for Carriage

Wagons left in SNCF's custody without a carriage contract shall be subject to the custody charges set down in the Tariffs.

5.1 Custody for loading or unloading, also called "layover in station"

The loading and unloading of wagons placed in SNCF's custody in a station (loading/unloading sidings) shall be carried out by the customer within the periods and conditions specified below.

Beyond these periods, any wagons left in SNCF's custody shall incur a charge.

5.1.1 Start of the custody period

The period begins to run on a day D :

- at the moment the empty or loaded wagon is effectively tendered when such tendering is accomplished during station opening hours;
- in the first hour of station opening if the wagon is tendered when the station is closed;

5.1.2 End of the custody period

The rolling stock shall be deemed to have been returned when the customer gives written notice that the unloading or loading operations are completed (advice of wagon release).

5.1.3 Period of custody

The period is 8 hours minimum (during the night-time hours 19:00 to 7:00, Saturdays and holidays not counted) following the hand-over into custody.

The period ends on J+1 24:00 (Saturdays and holidays not included).

An additional delay of 24 hours shall be granted to carry out the double operation of unloading and loading.

5.1.4 Time extension for handing over wagons

If the customer is not able to return the stock within the deadlines set down in Articles 5.1.2 and 5.1.3 above, the additional

custody of the wagon shall be assured by SNCF at a cost chargeable by SNCF, calculated as stated below.

5.1.4.1 The count of the units to be charged for begins on the day after the next (D + 2 at 0000) after the day fixed in Article 5.1.1 above, and ends on the day of the working that removes the wagon, that day included.

5.1.4.2 The accounting unit is one, indivisible day, Saturdays and holidays excepted.

5.1.4.3 The unit price is specified in the Tariffs.

5.1.4.4 The amount to be invoiced (ex-VAT) equals the unit price multiplied by the number of accounting units.

5.1.4.5 The charges shall be invoiced to :

- the Consignor or the Consignee, according to the case.

- then, if necessary, when the wagon is empty, to the keeper for the period between the day after the notice of the release of the wagon and the day of allocation of the corresponding wagon letter (LW) CUV.

5.2 Custody of empty wagons at keeper's request, also called "requested standstill"

5.2.1 When a wagon must be returned empty without having been used, or routed somewhere for a new carriage, the keeper may obtain the "standstill of that wagon.

To obtain such standstill, the keeper must request standstill to the destination station of the wagon's last loaded journey, at the moment of its delivery, at the latest, indicating the wanted standstill period.

5.2.2 Terms of standstill and retendering

When requested to do so by a keeper, SNCF may accept to store keeper's "laid-off" wagons on any particular available track at the destination station of the wagons' last journey, and take responsibility for putting them back at keeper's disposal in that station.

In the case where it is not possible to "lay off" the wagons in that station, SNCF may, if it is feasible, provide that service in another station by agreement with the keeper. Movement of such wagons shall be covered by a CUV wagon note, filled out by their keeper.

Restrictions as to location and service may be defined for requested standstill for wagons having transported dangerous goods.

The right to call back a laid-off wagon lies with the keeper. If the demand for resumed availability is made during the station's opening hours, the wagon(s) shall be placed back at keeper's disposal at the latest on the third day following receipt of the demand, as soon as the station is opened for business; otherwise, this lead time will be increased by one day.

The day on which the wagons are moved shall not be counted in the lay-off charges.

A wagon previously laid off then put back at keeper's disposal in station shall incur the layover-in-station charges as per Article 5.1 and as set down in the Tariffs, from the expiry of the time allotted for loading until the day when the loaded wagon, with its carriage contract documents, is handed over.

5.2.3 Handing over on a decision by SNCF

For a variety of reasons relating to its operations, SNCF however reserves the right compulsorily to return to their keeper one or several "laid off" wagons, whatever the period elapsed since they were laid off. SNCF must advise the keeper of this by registered letter with receipt.

From the date on which this letter was sent, the keeper has a maximum period of six weeks to take possession of its wagons in the station where they were laid off. This period is not counted as lay-off. At the end of this period, wagons not recovered by their keeper will be treated under the conditions of Point 6.1, considered to be abandoned at the risk and peril of the keeper.

5.2.4 Custody charges during "requested standstill"

The charges levied are set out in the Tariffs. They shall be paid by the requester of custody of the empty wagon.

In the framework of a scheme for minimum duration of a standstill agreed prior to the standstill, the both the terms and the amount of such charging shall be agreed in a contract.

Costs incurred because of extra shunting requested for the sorting or classification of wagons shall be invoiced to the requester according to the time spent and with due documentation of expenses by SNCF. The keeper and SNCF may make a contract to agree alternative arrangements and procedures.

6. Take-back of empty wagons without instructions from the keeper

The application of the provisions below is excluded in the case of an agreement between the keeper and the SNCF relating to alternative procedures.

6.1 When a wagon is handed over empty to SNCF by a private siding user, or a wagon is left empty at SNCF at the end of the "layover in station", if the keeper has given no instructions for its routing, SNCF shall convey the empty wagon to its home station or, failing that, to the serviced station nearest that home station. Through a contract, the keeper and SNCF may agree on specific provisions and procedures.

6.2 To exercise the provisions of Article 6.1 above, the keeper may agree in advance with SNCF on a destination station different from the home station.

6.3 Upon arrival at the home station (or substituted station), the wagon is held on a track expecting for instruction from the keeper. Beyond a period of 24 hours (Saturdays, Sundays, and bank holidays not included), a wagon having been left without instruction in the keeping of the SNCF by its keeper shall be placed in requested standstill, under the conditions of point 5.2 above.

6.4 The CUV wagon note shall be drawn up by SNCF on behalf of the keeper of the wagon concerned, carriage paid by keeper. This CUV wagon note shall bear the words "drawn up by SNCF for lack of instructions". SNCF shall receive from the keeper a flat-rate sum per wagon note drawn up, equal to double the price marked in the Tariffs.

7. Ascertainment and handling of damage to wagons

7.1 The damage report ("procès verbal de constatation d'avarie", PVCA) written for the keeper shall stand as the notice of removal of the wagon from service and, depending on the case, as the request for instructions. If there is an impediment to the movement or delivery of a loaded wagon, whatever the reason, an ad hoc notice is drawn up and sent to the shipper, in compliance with the rules defined by CIT, in order to receive its instructions if necessary, within the time limits set by the CUU.

7.2 SNCF shall carry out the repairs to make the wagons fit to run in the workshop or in a site outside the workshop, and, depending on possibility, fit for use. The costs of routing the wagon or costs of travel to carry out repairs are the responsibility of the entity responsible for the damage. Repairs insured by the SNCF shall be carried out in accordance with the rules of Appendix 10 of the CUU. SNCF will apply the provisions of Appendix 13 to the CUU.

7.3 When the repairs made by SNCF are charged to the keeper, they may be invoiced to the keeper directly by the workshop acting as SNCF's servant.

7.4 The 750 euros limit provided for in Article 19 of the GCU/CUU shall be understood to cover the total amount of the repairs excluding related expenses.

7.5 Repairs made on SNCF's account cannot be made until the latter agrees to same.

7.6 When a loaded wagon is put out of service in the event of an incident and the goods must be transloaded, the goods loaded (the request of the shipper, essential for repair, preservation of the goods, etc., ...), these transloading expenses shall be charged to the party responsible for the damage.

7.7 Whenever SNCF must, before proceeding with a repair, have a wagon cleaned, the cleaning expenses shall be charged to the party responsible for the damage.

7.8 In the event of an incident involving a wagon, the keeper shall, upon duly documented request from SNCF, supply within three (3) days the first available information about the incident, including information about conservatory or precautionary measures taken, if any, and within one (1) month a report presenting its analysis of the situation and the measures taken to prevent a new occurrence of an incident of the same type.

7.9 When SNCF proceeds with an axle replacement, the damaged axle/wheelset shall be returned to the wagon keeper under the latter's responsibility and in accordance with his instructions.

7.10 The wagon, once repaired, shall be routed to its original destination, except for a contrary order of the keeper formulated by the issue of the ad hoc transport contract (LV CIM or LW CUV).

7.11 In the case of late receipt of spare parts or parts of the wagons ordered by model H/Hr for repairs to damage, the keeper may be invoiced, in accordance with the CUU, for the costs of occupation of the workshop tracks. Such invoicing shall be carried out directly by the auxiliary party to the repair, where delivery of the parts takes place later than the 20 days net, counted from the date of sending of the H/Hr model, not including the date of delivery of the parts. These costs shall be invoiced under the code MONC on the basis of a daily rate per wagon detailed in the Tariffs, only in the case of the responsibility of the keeper in the event of damage.

7.12 The drawing up of a PCVA does not exclude the application of the abovementioned Point 4.5.

7.13 Settlements made between SNCF and one or more keepers may derogate from the CUU rules for the treatment of some damages to wagons.

8. Additional provisions to the CUU relating to certain kinds of damage to the wagon

8.1 In the case of a brakes incident or detection of a "hot axle" on wagon fitted with coated wheels, the SNCF will withdraw it for examination of the wheels and axles in question and shall request replacement of the components recognised to be defective.

8.2 For wagons detected with "hot axles", when this detection is not confirmed by the driver, the SNCF shall still perform the changing of the axle in an appropriate SNCF workshop (technicentre).

8.3 For wagons (equipped with access running boards or a ladder higher than two metres above rail level) for which the "High Voltage" warning does not comply with the recommendations of Appendix 11 to the CUU, or is non-existent, SNCF will, as far as possible, proceed to rectify this anomaly (Code 6.1.1.10) without stopping the wagon. If this is impossible, and

if the marking on the wagon does not comply with the rules in force, SNCF will affix a "Model K" label to the wagon, if necessary with a specific warning label, and will allow the wagon to continue on its route, empty or loaded, leaving it up to the keeper to rectify the situation before reloading. By default, if these two possibilities are impossible, the wagon will be stopped.

9. Indemnities for deprivation of use due to damage to the wagons

The provisions of articles 10 and 23.2 of the CUU apply in the manner set out below taking into account the SNCF commercial offer. Application of this point is excluded, in the case of a specific agreement after sale with the keeper.

In the case of damage to the wagon or its parts, ascribable to the SNCF, the latter may pay an indemnity to the keeper, calculated in accordance with the provisions below. All other indemnities are excluded.

This indemnity is not cumulative with that which is provided for under point 10 below.

The amount of the indemnity for deprivation of use (IPJ) is calculated in Euros and per entire day spent in repairs by the wagon (day of damage and day of restitution not included), by multiplying the coefficient from the table below for the wagon category (literal designation) by the amount shown hereafter.

To take into account the delivery of spare parts, this IPJ deduction is suspended for the actual timescale for supplying these parts, or for a period of seven days if this timescale is not known or specified.

The present deduction methods take effect from 1st January 2012.

Amount per entire day of repair	11.00 Euros
Wagon series	Coefficient
E - High sided open goods wagon	1.0
F - High sided open goods wagon	1.3
G - Covered wagon	1.0
H - Covered wagon	1.3
I - Temperature-controlled wagon	1.3
K - Double axle flat wagon	1.0
L - Double axle flat wagon	1.3
O - Mixed flat high sided wagon	1.3
R - Flat wagon with bogies	1.0
S - Flat wagon with bogies	1.3
T - Opening-roof wagon	1.3
U - Special wagon	1.6
Z - Tanker wagon	1.6

10. Indemnities for deprivation of use in the case of a delay

The provisions of articles 10 and 13.3 of the CUU apply in accordance with the arrangements below, taking into account the SNCF's commercial offer.

If SNCF is responsible for the journey time for an empty or loaded wagon being exceeded, it may pay to the keeper an inclusive one-off indemnity per indivisible day of lateness, independently of the indemnity that may be due for the deadline in delivery of the loaded goods having been exceeded.

This indemnity is set at:

- EUR 5 for wagons of the following types:
 - covered, refrigerated bogie wagons with a payload greater than or equal to 30 t in Category C;
 - bogie wagons intended for carriage of gas;
 - other bogie wagons with a payload greater than or equal to 40 t in Category C;
 - double-deck wagons for carrying automobiles and having more than 2 axles;
 - 4-(independent) axle wagons with a payload greater than or equal to 40 t in Category C.
- EUR 4 for wagons other than the above.

Notwithstanding any indemnity otherwise due for late delivery of the goods carried by a wagon, no indemnity shall be paid to any other party than the keeper in the event of failure to meet the deadline for conveyance of a wagon, empty or loaded.

11. Keeper's Insurance

11.1 Wagon keepers are required to carry civil liability insurance providing a minimum coverage of fifteen million (15,000,000.00) euros per loss, designed to guarantee them against the risks imparted to them by the CUV uniform rules and the General Contract of Use of wagons (GCU/CUU).

It is emphasised that the amount stated hereinabove in no way constitutes a limit on the liability of the keeper.

11.2 The keeper is required to supply, at the mere request of SNCF, the corresponding certificate of insurance as proof of subscription to the stated policy and indicating the guarantee and excess amounts and the period of validity of the coverage.

12. Information to be supplied to the keeper

12.1 Pursuant to Article 15.2 of the GCU/CUU, SNCF shall supply to keepers by e-mail the necessary information for the upkeep of their wagons.

12.2 Keepers who wish to register with SNCF and who seek to obtain this information shall do so at their own initiative whether or not compliant with CUU, by supplying their e-mail address and the list of numbers of their wagon fleets. Each keeper must keep his list of wagon numbers up to date and communicate it to SNCF at the beginning of each quarter.

12.3 Keepers shall be responsible for sending their information to SNCF by e-mail to: fret.infodetenteur@sncf.fr

12.4 Other relevant information may be supplied to keepers by SNCF following a study of the ways and means and feasibility of same.

13. Exchange between RENFE and SNCF of wagons amendable to axle changing for traffic crossing the Pyrenees

13.1 SNCF admits to such exchange of any wagon suited to such traffic whoever their keeper may be.

13.2 SNCF carries out axle changes at purpose-designed workshops in the stations Cerbère (Cerbère/Port Bou frontier point) and Hendaye (Hendaye/Irun frontier point) for South-to-North wagon movements.

13.3 In the North-South direction, these operations are carried out by RENFE, the Spanish wagon letting railway undertaking, in the same stations and yards.

13.4 SNCF supplies neither standard gauge nor broad gauge axles. The wagon keepers accepted for the gauge-change operations on their wagons have the obligation, when their wagons pass through these special yards to make available the necessary axles/wheelsets for the exchange.

13.5 In compliance with the article 16, paragraph 3, of the CIM, an additional SNCF lead time of 24 hours is calculated for these shipments on successive lines with different gauges.

13.6 The axle-changing charges received by the RU responsible for the operation (RENFE or SNCF) are codified 12 or 104071 in (LV) CIM Consignment Note or in (LW) CUV Wagon Note.