

Terms of Use for the Railway Workshop of

InfraServ GmbH & Co. Gendorf KG

- Specific Part -

The following specific provision ("**Workshop Specific Terms**") apply to the use of the railway workshop of InfraServ GmbH & Co. Gendorf KG in the Gendorf Chemical Park by parties authorized to have access by law (in particular pursuant to § 14 (2), § 31 of the AEG), as a supplement to the general part to the terms of use ("**Workshop General Terms**").

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1. Abbreviations and terms

The following terms and abbreviations are used within the framework of the Workshop Specific Terms:

AEG	German General Railways Act
BayEBOA	Regulation of the Bavarian Ministry of Economic Affairs and Traffic regarding the Construction and Operation of Connecting Lines
DIN	Deutsches Institut für Normung e. V. (German Institute for Standardization)
EIBV	Railway Infrastructure Usage Regulation
EMAS	Eco-Management and Audit Scheme
EN	European standard
InfraServ Gendorf	InfraServ GmbH & Co. Gendorf KG
ISO	International Organization for Standardization
Krw-/AbfG	German Closed Cycle and Waste Management Act
para.	paragraph
Railway workshop	Railway workshop in the Gendorf Chemical Park
RID	Regulations concerning the International Carriage of Dangerous Goods by Rail
Use	Use and/or access within the meaning of § 14, para. 1 of the AEG and EIBV
Use fee	Financial consideration for the access to the railway workshop and the services used therein, including the use of materials.
Workshop General Terms	Terms and Conditions of Use for the Railway Workshop of InfraServ GmbH & Co. Gendorf KG – General Part
Workshop Specific Terms	Terms and Conditions of Use for the Railway Workshop of InfraServ GmbH & Co. Gendorf KG – Specific Part
Vehicle	Railway vehicle

2. Scope of application and terms

- 2.1. The scope of application of these Workshop Specific Terms is identical to the area of validity of the Workshop General Terms.

2.2. All terms used in the Workshop Specific Terms have the same content as in the Workshop General Terms. The definitions therein apply to the Workshop Specific Terms without any limitation.

3. Technical outfitting and range of services of the railway workshop

3.1. Technical outfitting

The railway workshop has the following technical facilities, machinery and equipment:

▪ Number of workshop tracks: 27202-10)	3 (2 + 1 measuring track according to DIN
▪ Number of stabling tracks:	3
▪ Track width:	1435 mm
▪ Useful length of the tracks in the ▪ railway workshop:	22 m (total length: 23 m)
▪ Maximum vehicle length:	22 m
▪ Number of pits:	2
▪ Maximum pit length	11 m
▪ Entrance height:	4.90 m
▪ Type and number of cranes:	1 hall crane with a load capacity of 2 t
▪ Type and number of lifting units:	not available
▪ Number and type of work platforms:	not available
▪ Number and type of existing supply posts:	not available
▪ Number and type of existing hydrants:	1 above-ground hydrant
▪ Number and type of existing oil pans:	several collection pans made of steel
▪ Electric contact wire:	not available
▪ Brake testing device:	1 PDR 5
▪ Number and type of existing ▪ measuring and test devices:	1 track width rod gauge 1 wheel flange measuring device
▪ Welding machine:	1 MAG, 1 electrode and several
▪ WIG:	welding machines
▪ Number and type of existing scales:	dynamic track scale

3.2. Range of services

The following services are generally offered in the railway workshop:

- Maintenance of freight cars
 - o Brake inspections
 - o Welding on chassis and tanks of tank cars; repair of mechanical, pneumatic and hydraulic components; pressure testing on tanks of tank cars
 - o Inspections
 - o Mobile repair by means of a workshop trolley
- Maintenance of locomotives (shunting locomotives)
- Maintenance of auxiliary vehicles

3.3. Excluded services

3.3.1. The following services cannot be offered in the railway workshop:

- Maintenance of passenger carriages
- Maintenance of locomotives
- Components processing

3.3.2. In any event, any use of the railway workshop without using the services of the personnel of InfraServ Gendorf is barred.

3.4. Certifications

The railway workshop has the following certifications and complies with the following standards:

- Quality management according to DIN EN ISO 9001 and 14001
- Waste management company according to § 52 of the KrW- / AbfG
- Recognition for carrying out welding work on tanks of railway tank cars in accordance with Section 6.8.2.1.23 of the RID
- Environmental management according to EMAS

4. Operating times and delivery point

4.1. The railway workshop is ready for operation and staffed at the following times:

- Monday to Friday, from 7:15 a.m. to 4:00 p.m.,
- excluding public holidays in Bavaria.

- 4.2. The services of the railway workshop are not provided outside of the time periods specified in no. 1. However, in objectively justified emergencies, InfraServ Gendorf shall, at the request of the affected authorized parties, endeavor to provide the services of the railway workshop even outside of the times specified in no. 4.1.
- 4.3. Vehicles for which the services of the railway workshop are to be used can be provided for collection by the authorized parties at the delivery point at the following times (Item 4.3.2 Workshop General Terms) or – after the prior approval of InfraServ Gendorf – placed in the railway workshop (point 4.3.3 of the Workshop General Terms):
- Monday to Friday from 7:00 a.m. to 10:00 a.m. and from 1:00 p.m. to 2:00 p.m.
 - except public holidays in Bavaria.
- 4.4. The delivery point is defined in **Annex A** to these Workshop Specific Terms.

5. Requirements for vehicles that utilize services

5.1. Permissible vehicles

- 5.1.1. Vehicles that operate in the railway workshop or that are used for the services of the railway workshop must fulfill the following conditions for technical reasons:
- a. Maximum permissible dimensions of the vehicle
 - Length: 22 m
 - Width: 4.00 m
 - Height: 4.90 m
 - b. Maximum weight of the vehicle
 - 22.5 t axle load
 - c. Loading condition
 - When carrying out maintenance work on the tank of a tank wagon, the maximum load may amount to 1000 l.
- 5.1.2. Vehicles that operate in the railway workshop or that are used for the services of the railway workshop must be designed to meet the requirements of safety law and regulatory law applicable in the railway workshop. Such requirements are deemed to be fulfilled if the vehicles comply with the provisions of the BayEBOA and, if this does not contain any express provisions, the recognized rules of technology. No. 4.4.1 of the Workshop General Terms also applies as a supplement.

5.2. Excluded vehicles

5.2.1. Vehicles with the following characteristics and parameters are excluded from the use of the railway workshop:

- Passenger carriages
- E-locomotives

5.2.2. In individual cases, vehicles that fulfill the requirements of no. 5.1 can be excluded from the use of the railway workshop if, for technical reasons, they are not compatible with the dimensions, equipment, facilities or other capabilities of the railway workshop. InfraServ Gendorf shall make the decision regarding the exclusion of use in individual cases. InfraServ Gendorf shall notify the authorized party of such a decision immediately after becoming aware of an access barrier with the meaning of sentence 1, and give the reasons for it.

6. Supplements to and deviations from the Workshop General Terms

In the event of competing use requests by authorized parties for simultaneous, mutually incompatible uses of the railway workshop, whose competing relationship cannot be resolved in accordance with the criteria of § 10, para. 6 of the EIBV, by way of derogation from no. 5.2 (e) of the Workshop General Terms, InfraServ Gendorf shall grant to companies authorized to have access that reside in the Gendorf Chemical Park, priority access to the railway workshop with their own vehicles or rented vehicles.

7. Basic principles for fees

7.1. Basic principles

- 7.1.1. The fees for the use of the railway workshop ("**use fees**") and other fees related to the use of the railway workshop (no. 7.2.2 – no. 7.2.4) are billed in the same manner for all authorized parties. This also applies to default interest, reminder fees and cancellation fees ("**ancillary claims**").
- 7.1.2. The basis for the calculation of all fees specified in no. 7.1.1 are specific costs that arise for the services of the railway workshop.

7.2. Forms of fees

- 7.2.1. For the services of the railway workshop, including the use of materials and access to the railway workshop, a **use fee** (see no. 6.1 of the Workshop General Terms) shall be charged.

- 7.2.2. For the transfer of the vehicles between the delivery point, the railway workshop and the stabling tracks by the transport services of InfraServ Gendorf, a **switching fee** (see no 4.3.2 of the Workshop General Terms) shall be charged.
- 7.2.3. For the interim stabling of vehicles on a stabling track including the transfer of the vehicles there to remedy a disruption caused by the utilization of the railway workshop in excess of the contractually agreed level, a **stabling fee** (see no. 7.3.3 of the Workshop General Terms) shall be charged.
- 7.2.4. If, in exceptional cases, the operating personnel of the authorized parties is permitted to drive a railway vehicle on the railway tracks of the Gendorf Chemical Park, a **pilot fee** (see no 4.3.3 (b) of the Workshop General Terms) shall be charged.

7.3. Ancillary claims within the meaning of no. 7.1.1

- 7.3.1. In the event of late payment, InfraServ Gendorf shall charge each relevant authorized party default interest in the amount of 9 percentage points above the base interest rate.
- 7.3.2. After the occurrence of the payment default, InfraServ Gendorf shall charge each relevant authorized party a **reminder fee of €1.20 per reminder letter** for the second and any further written reminder, in addition to default interest (no. 7.3.1.).
- 7.3.3. If, after the binding conclusion of a workshop order (see no. 3.1 and no 5.1.1 of the Workshop General Terms), the services in question are canceled or are not used for other reasons ("**cancellation**"), InfraServ Gendorf shall charge each relevant authorized party a cancellation fee in the amount of **15% of the expected use fee**, unless the capacity that is freed up can be marketed otherwise.

Annex A: Transfer point