Rules for the carriage of goods

2025.

Gábor Miskolczi
CEO

EWG Rail Zrt.
1132 Budapest, Váci út 76. 3. em
Adószám: 26242387-2-41
Cégjegyzékszám: 01-10-049688
UIC: 5016
1.

Consolidated with the amendment of 25 June 2025 concerning point 6.1.9 of the Rules.

BUSINESS RULES

in force from 25.06.2025

1. MATERIAL SCOPE

1.1. These Terms and Conditions (hereinafter referred to as the **"Terms and Conditions**") cover the rail freight services provided by EWG Rail Zrt.

1.2. These Rules apply to international traffic, unless otherwise provided for in the International Convention concerning International Carriage by Rail (COTIF) and the Agreement concerning International Carriage of Goods by Rail (hereinafter referred to as the "Agreement").

1.3. These terms and conditions are based on the following legislation:
- *the law on rail transport,*
- *the Civil Code (hereinafter: Civil Code), and*
- *the Government Decree on the detailed rules for rail freight contracts (hereinafter referred to as the **"DTC**").*

1.4. Unless expressly prohibited by a provision of the above-mentioned legislation, the parties to a rail freight contract may agree to deviate from the provisions of these Rules, but they must do so in writing.

1.5. The Contractor acknowledges that the entitlements set out in these Terms and Conditions are in addition to the entitlements to which the Contractor is entitled under the PCT.

1.6. The Customer's general terms and conditions shall become part of the rail freight contract (hereinafter referred to as the "**Contract of Carriage**") only upon the express written acceptance by the Contractor.

1.7. These Terms and Conditions are supplemented by the following documents, the current version of which is available on the Contractor's website:
- *Network Code (Annex 1 to the Network Code)*
- *Contractor's Tariff for Freight Transport (Annex 2 to the Rules)*

1.8. The Contractor shall publish these Terms and Conditions of Carriage at its registered office and on its website for the use of its customers.

2. THE CONCLUSION OF THE TRANSPORT CONTRACT

2.1. Establishment of the transport contract

2.1.1. The Contractor shall acknowledge the Customer's invitation to conclude the contract, i.e. the signing of the draft transport contract systematically prepared by the Contractor and completed in full by the Customer, within 3 working days, by which the transport contract shall be concluded or the Contractor shall make a new offer.

2.1.2. In order to start the transport service, it is essential that both contracting parties sign the transport contract in due form.

2.2. Termination of the transport contract

2.2.1. If the Customer cancels the ordered service prior to the issue of the unit of delivery, the Customer shall

- shall pay a cancellation fee as follows:
  up to 72 hours before departure: 35% of the fare,
  between 72 and 24 hours before departure: 50% of the fare,
  within 24 hours before departure: 100% of the fare*, plus*
- *if the Contractor provides wagons under the transport contract, the Customer shall be liable to pay the following in the event of cancellation:*
  between 7 and 14 days before departure, 10% of the fare
  between 72 hours and 7 days before departure, 30% of the fare
  50% of the fare within 72 hours of departure,
  100% of the fare within 24 hours of departure, and
- shall pay for the services provided by the Contractor until cancellation (including, but not limited to, cleaning charges, collection charges, trolley tipping charges).

2.2.2. The Contractor shall be entitled to withdraw from the transport contract if the Customer does not intend to dispatch the consignment under the conditions of the transport contract. In such a case, the Customer shall be obliged to reimburse the Contractor for the reasonable costs incurred by the latter in preparing the rail transport.

2.2.3. The Contractor reserves the right to terminate the Transport Contract with 30 days' notice if, due to a major, sudden and unforeseeable change in operating conditions or exchange rates, the Transport Contract could only be performed by the Contractor at an unreasonable business risk or at a significant business loss.

3. PREPARING THE TRANSPORT

3.1. The empty railway carriage exhibition

3.1.1. The Contractor shall issue empty wagons in the loading areas of the stations eligible for freight transport in the Network Statement in accordance with the conditions set out in these Rules.

3.2. Loading

3.2.1. The loading of the goods is the responsibility of the Customer, including the consignor, who is obliged to comply with the Loading Rules when loading the goods into the wagon.

3.2.2. The exact rules of loading, the time break and the detailed rules for the calculation of the waiting fee shall be determined by the Parties in accordance with the provisions of the Civil Code. Article 6:63 (5) of the Contract of Carriage, which do not need to be set down in writing in a separate document, as these rules are widely known and regularly applied in the freight transport industry.

3.2.3. The rules for loading dangerous goods are laid down in the "*Regulations concerning the International Carriage of Dangerous Goods by Rail*".

3.2.4. The consignor must also comply with the applicable traffic and operational safety regulations during loading.

3.2.5. The maximum weight of goods that can be loaded into the wagon is the wagon's load limit.

3.2.6. The Contractor shall provide the Shipper with the loading time stipulated in the transport contract, but at least 6 hours loading time. If the Shipper exceeds the loading time, the Contractor shall be obliged to charge the Shipper a waiting time fee.

3.3. Admission of goods for carriage, restriction on the movement of goods

3.3.1. The Contractor shall take the goods for carriage at the service points listed in Annex 1 opened for the delivery of the Goods, unless otherwise agreed by the Parties.

3.3.2. A reasoned statement by the Contractor:
- temporarily exclude the admission of certain goods for carriage,
- may make the admission of certain goods for carriage subject to special conditions;
- temporarily suspend the carriage of certain goods;
- may give priority for carriage to specific goods.

3.3.3. The Contractor shall inform the customers in writing of the current restrictions on the supply of goods for individual orders.

3.3.4. If the person obliged to pay under the contract of carriage has an outstanding payment obligation towards the Contractor, the Contractor may refuse to accept the goods for carriage without giving any special reason until the debt has been paid, and in international traffic he is entitled to issue a restriction on the carriage of goods.

3.4. Waybill

3.4.1. The Contractor shall only accept goods for carriage with a declaration of value or interest for carriage by individual written agreement, with an individual additional consideration adapted to the risk of the declaration of value or interest. In such a case, the consignor must also indicate the quantified amount of the declaration of value or interest on the consignment note, otherwise the declaration of value or interest is not valid.

3.4.2. The consignor is responsible for the correctness of the information given in the consignment note and for attaching the accompanying documents required by law. The consignor shall be liable for any damage resulting from the incorrectness of the information entered. The consignor shall also be liable for the entries made in the consignment note if the consignment note has been drawn up by an agent of the Contractor and the agent has acted in accordance with the instructions of the consignor and the consignor has signed the consignment note.

3.4.3. The Contractor shall not be liable for the suitability of the documents provided by the Customer for official administration, and shall be entitled to pass on to the Customer any additional costs arising from their absence or unsuitability. The Contractor shall accept additional documents in addition to those required for official administration only on the basis of a separate prior written agreement.

3.5. Receiving the goods, inspecting them, maintaining them when they are accepted for carriage, dealing with any anomalies encountered en route

3.5.1. The Contractor shall verify the details of the consignment note on the basis of the external inspection when the consignment is accepted for carriage. If the data on the consignment note are incomplete, incorrect or untrue, the Contractor shall request the consignor to correct the consignment note.

3.5.2. If the Contractor finds that the packaging of the goods is defective and the defect does not endanger the safety of other persons, the safety of traffic or the property of other persons, the Contractor is entitled to decide: either to refuse to deliver the goods or to accept the goods with reservation. The Contractor shall note the reservation on the consignment note, with a detailed explanation of the defect, and shall authenticate it by the signature of the consignor. If the consignor does not accept the reservation, the carrier shall refuse to take delivery of the goods.

3.5.3. If the consignor has placed the consignment in the railway wagon in such a way that it does not comply with the relevant legal, standard or Contractor's requirements, the Contractor shall require the consignor to remedy the irregularity. The Contractor may, upon the express written declaration to that effect by the consignor and at the expense of the consignor, undertake to remedy the anomaly. If the consignor fails to remedy the irregularity within the time limit specified in the Contractor's notice, the Contractor may refuse to carry the goods.

3.5.4. If the Contractor refuses to take delivery of the goods because of a defect or deficiency in the consignment (including its packaging or placement) or because the consignment note is incomplete, the Contractor shall immediately notify the consignor. In this case, the consignor shall reimburse the Contractor for the carriage charges, waiting charges and any service charges incurred.

3.5.5. At any time after the shipment has been loaded, the Contractor shall be entitled to check that the transport instructions have been complied with and that the shipment is in conformity with the consignor's previous declarations or with the consignor's consignment note.

3.5.6. If the inspection includes the contents or weight of the consignment, it must be carried out in the presence of the consignor. If the personal presence of the carrier or his agent would cause a substantial delay, the Contractor shall call two independent witnesses.

3.5.7. If the consignment does not correspond to the data entered in the consignment note or if the relevant legal requirements, in particular but not limited to the International Regulations concerning the transport of dangerous goods by rail, have not been complied with, the result of the inspection must be recorded in a report and indicated on the consignment note or a copy thereof accompanying the

consignment. In this case the costs of the inspection shall be borne by the consignor.

3.5.8. The Contractor emphasises that the infrastructure manager or transport authority is entitled to check the weight of consignments received by the Contractor at any time. If, according to the infrastructure manager or the transport authority, the weight determined by the latter exceeds the authorised load for the railway track concerned, the Contractor shall, if the consignment was picked up with the weight declared by the consignor and the weight was not measured by the Contractor, charge the consignor all costs arising from the excess weight of the consignment, including the fine, and may charge a waiting charge.

4. THE EXECUTION OF THE TRANSPORT

4.1. The transport route

4.1.1. The route of carriage shall be determined by the Contractor, unless otherwise agreed in writing in advance by the parties. The Customer shall notify the Contractor of its proposal for the transport route when requesting a quotation.

4.2. The escort of goods

4.2.1. Accompaniment may take place for the following reasons:
- a legal obligation,
- the Contractor orders for reasons of safety of goods, or
- at the specific request of the Customer, if accepted in advance by the Contractor.

4.2.2. The detailed conditions for the escort of goods must be agreed in writing between the parties before the start of the transport.

4.3. Planned official treatments, official controls

4.3.1. The Contractor is entitled to detain the consignment and to act in accordance with the rules applicable to impediments to carriage if an authority establishes that the Customer has not provided the necessary documents or that the documents are invalid, incomplete or incorrectly completed.

4.3.2. The Contractor shall be entitled to charge the Customer for any costs and fines incurred in connection with the detention and may charge a waiting fee.

4.4. The transport deadline

4.4.1. The Contractor has met the time limit for carriage if it has notified the consignee of the arrival of the consignment within the time limit calculated in accordance with the provisions of the GTC, these Terms and Conditions or the agreement with the Customer, or has placed the consignment at the place of delivery or, if this is not possible, has it ready for delivery at the nearest suitable station on the list of stations.

4.4.2. Unless otherwise agreed in writing by the parties, timetables and transport plans communicated to the Customer shall not constitute an agreement on the transport time.

4.4.3. The transport deadline is suspended:
- on Saturdays, Sundays and public holidays, from 00:00 until 8:00 on the working day following the public holiday;
- if the consignment arrives at the station of destination after the official hours, until 2 hours after the start of the next official time;

4.4.4. In particular, detention for reasons outside the Contractor's control shall be deemed to be:
- the duration of the detention for administrative administration or action;
- the period of detention resulting from the contents inspection and mass check carried out by the Contractor, if a discrepancy is found in the data on the consignment note completed by the consignor which results in an adjustment of the freight charge,
- the duration of detention for transhipment or cargo adjustment, if necessary due to incorrect loading by the consignor;
- the duration of the detention for amending the transport contract,
- detention on the transport route in the interest of the infrastructure manager,
- in the case of successive transport operations, the receiving railway company does not take delivery of the consignment duly tendered within the time limit,
- the waiting time due to the absence of a valid RK licence,
- in general, any circumstances or events beyond the control of the Contractor,
- any detention caused by an external circumstance beyond the control of the Parties.

4.5. The transport barrier

4.5.1. If a transport obstacle arises, the Contractor shall notify the person entitled to make the transport available of the obstacle and, if necessary, request written instructions from the person entitled to make the transport available. The time limit for giving instructions shall be 24:00 hours on the calendar day following the dispatch of the written notification.

4.5.2. If the authorised party has not communicated an enforceable order by that date, the Contractor shall be entitled to charge a waiting fee.

4.5.3. If the obstacle to carriage ceases before the shipper's instructions are received, the Carrier shall, after notifying the shipper, resume the carriage under the original terms of the Contract of Carriage.

4.5.4. The costs of carrying out the instruction shall be charged by the Contractor, if the obstacle to carriage is not in the Contractor's interest.

4.6. The ex post provision

4.6.1. An ex post facto order may be granted subject to the following formal requirements:
- on form CIT7 or
- by completing a document containing the same information as the form.

4.6.2. The costs of implementing the ex post provision shall be borne by the party liable to pay under the transport contract.

4.6.3. If the consignor makes a subsequent order which cannot be executed, the Contractor shall, 24 hours after notification to this effect, forward the consignment in accordance with the original contents of the consignment note, at the same time informing the consignor in writing and charging the consignor for the waiting time and the services arising from the delay.

5. Delivery of the shipment

5.1. The notification

5.1.1. The Contractor shall immediately notify the recipient of the arrival of the consignment and the date of commencement of loading. Unless otherwise agreed by the parties, notification shall be in writing, primarily by e-mail through the designated contact persons.

5.1.2. The Contractor has complied with its obligation to notify if it has forwarded its notification of receipt of the shipment to the email address of the designated contact person or, failing this, to the recipient's email address as recorded in the company register.

5.2. The barrier to service

5.2.1. In the event of an obstacle to delivery, the Contractor shall notify the sender or request further instructions. The deadline for the instruction is 24 hours of the day following the day on which the written notification is sent.

5.2.2. The instructions of the consignor shall be accepted by the Contractor upon presentation of the consignment note, amended in accordance with the instructions.

5.2.3. The instructions of the consignor shall be accepted by the Contractor upon the simultaneous presentation of a copy of the consignment note, as amended in accordance with the instructions, certifying receipt of the consignment, and the receipt of a copy of the consignment note.

5.2.4. If the service disruption occurs for reasons beyond the Contractor's control, the Contractor shall be entitled to charge a waiting fee until the instruction arrives.

5.2.5. The sender shall notify the Contractor in writing of his instructions. If the hindrance to service arises for reasons beyond the control of the Contractor, the costs of the notification, the measures taken to remove the hindrance to service and the execution of the instruction shall be borne by the person liable to pay under the transport contract.

5.3. Redemption of the consignment note and delivery of the consignment

5.3.1. The Contractor shall deliver the consignment to the consignee only after the bill of lading has been issued.

5.4. Reservation at delivery

5.4.1. If the recipient is retained, the findings of the joint inspection, the date of its commencement and completion shall be recorded in a report issued by the Contractor.

5.4.2. If the consignee is retained, or if the Contractor discovers or suspects partial loss or damage to the consignment during delivery, the consignee will be charged the fees set out in the tariff for the necessary weight determination, item counting and other services related to the determination.

5.4.3. The Contractor shall reimburse to the recipient the fees charged under the previous paragraph if the Contractor has expressly acknowledged its liability for the partial loss or damage or if a court has finally and conclusively established such liability.

5.5. The unloading, the return of the wagon

5.5.1. The recipient is responsible for unloading the goods.

5.5.2. The recipient must comply with the traffic safety rules, instructions, regulations and other mandatory provisions applicable to the operation of the infrastructure.

5.5.3. The person entitled to take delivery shall return the wagon to the Contractor in a clean and undamaged condition within the loading time, and shall remove any waste or residual goods generated during unloading.

5.5.4. If the loading time is exceeded, the Contractor is entitled to charge a waiting fee.

5.5.5. The person entitled to take delivery shall be liable for all damages and costs caused by him/her in the course of his/her loading or unloading activities.

6. PAYMENT OF FREIGHT AND EXPENSES

6.1. Payment of freight and expenses

6.1.1. If the freight charges are not paid by the sender or the consignee, but by another person (i.e. the cost bearer), the Contractor may refuse to accept the shipment or suspend delivery of the shipment until receipt of the cost bearer's written statement confirming acceptance of the freight charges.

6.1.2. How to make the payment:
- as described in the framework contract of carriage concluded by the Contractor;
- by bank transfer on the basis of a fee request or invoice sent by the Contractor.

6.1.3. Deadline for payment:
- the deadline described in the framework transport contract, or
- in the absence of a framework contract of carriage, by bank transfer 8 calendar days after the date of the invoice issued by the Contractor.

6.1.4. Invoices issued by the Contractor are due in full without deduction or set-off, unless otherwise agreed.

6.1.5. In the event of late payment, the Contractor shall send a payment notice of 8 days to the payer. If the time limit set out in the payment notice expires without result, the Contractor shall be entitled to retain and pledge the consignment.

6.1.6. If the payment notice cannot be served on the debtor for any reason, even though the address of the notice corresponds to the data recorded in the current business register, the notice shall be deemed to have been served on the 5th day after dispatch in the case of a domestic addressee and on the 20th day in the case of a foreign addressee.

6.1.7. In the event of late payment, the Contractor shall be entitled to withhold any subsequent services until the outstanding amount has been paid or adequate security has been provided.

6.1.8. Necessary and reasonable costs incurred in exercising the right of retention or the lien, as well as any costs of repossession, shall be borne by the debtor and may be recovered from the security.

6.1.9. If invoicing is carried out periodically (e.g. monthly) on the basis of a separate agreement, the date of invoice settlement is determined on the basis of Section 58 (1) of Act CXXVII of 2007 on Value Added Tax. In this case, the MNB exchange rate applicable at the time of invoicing shall be used.

6.2. Carriage cost sharing

6.2.1. Unless otherwise expressly agreed by the Parties, the freight costs shall be shared as follows:

- If the consignor is the cost bearer, all costs incurred at the station of dispatch and during carriage en route must be paid by the consignor, the costs incurred at the station of destination are to be borne by the consignee.
- If the consignor has designated the consignee as the cost bearer and the Contractor has expressly accepted this in writing, the charges incurred at the station of dispatch shall be paid to the consignor, the freight charges and the charges for services incurred en route and at the station of destination shall be paid to the consignee.
- If the sender has designated a third party as the cost bearer and the Contractor has expressly accepted this in writing, the charges incurred at the station of dispatch shall be paid to the sender, the freight charges and the costs incurred during carriage en route to the person designated by the sender, and the charges for services at the station of destination to the consignee.

6.2.2. If the sender is not the primary payer under the previous point and the payer fails to pay within 30 days of being notified of the written demand for payment, the sender is liable as a guarantor.

7. LIABILITY AND ENFORCEMENT OF CLAIMS

7.1. Responsibility

7.1.1. The liability rules for rail freight services in national traffic are laid down in the following legislation:
- the rule on carrier liability of the Civil Code in force at the time,
- the liability rules of Government Decree 32/2009 (II. 19.) on rail freight contracts (CSCR).

7.1.2. The liability rules for rail freight services in international traffic are set out in the following legislation:
- "Appendix B to the International Convention concerning International Carriage by Rail (COTIF): Uniform Rules concerning the Contract for International Carriage of Goods by Rail", promulgated by Act LXXVII of 2006.

7.2. Loss and diversion of the shipment

7.2.1. The Contractor will sell a consignment that was previously considered lost but is subsequently found in the following cases:
- if the consignee does not give instructions for the consignment to be returned within 30 days of the date of notification,
- or if the shipment is found after one year from the date of payment of the compensation.

7.2.2. If the Contractor has paid compensation for the lost shipment, but it is later found, the Contractor will only deliver the shipment to the entitled person if the compensation already paid is reimbursed.

7.3. Responsibility of the customer/shipper

7.3.1. The Customer/ consignor/ consignee/holder of the goods shall be liable for any imputable interference which makes the performance of the carrier's obligations more burdensome or hinders the performance of the carrier's obligations, including, but not limited to, damages resulting from defective or incomplete packaging, the consequences of defective loading or unloading by him or his intermediary, the consequences of defective or incomplete data transmission, including the absence of compulsory accompanying documents, or the non-conformity of customs or other official procedures.

7.4. Submitting and handling compensation claims

7.4.1. If the Customer/consignor/consignee/owner of the goods is in breach of the transport contract against the Contractor, he shall submit his claim in writing to the Contractor at the latter's registered office.

7.4.2. The claim notification letter must be accompanied by:
- if the consignor claims compensation, a duplicate of the consignment note;
- if the consignee is claiming compensation, a waybill confirming delivery of the consignment,
- supporting documents, in particular an invoice, proving the amount of the damage.

7.4.3. The Contractor shall also apply the rules of the relevant international conventions (COTIF CIM Uniform Rules, COTIF CIM Uniform Rules, COTIF CIM Uniform Rules) in the procedure for the settlement of claims arising from the breach of the transport contract in the case of international carriage.

8. Miscellaneous provisions

8.1. In the event of a dispute, Hungarian law and the general rules of jurisdiction under Act CXXX of 2016 shall apply.

Enacting provision:
These Rules shall enter into force on 25 June 2025.
Signed and approved by the CEO on 25 June 2025.

Issuing a document

Prepared by Dr. Fridman Róbert Law Office

Dr. Fridman Róbert Ügyvédi Iroda
Dr. Fridman Róbert
ügyvéd
1054 Budapest, Bank u. 5. 1. em. 2.
Tel/Fax: 800-9094

He approved:

EWG Rail Zrt. represented by Gábor Miskolczi CEO

EWG Rail Zrt.
1132 Budapest, Váci út 76. 3. em
Adószám: 26242387-2-41
Cégjegyzékszám: 01-10-049688
UIC: 5016
1.