

TERMS OF USE OF THE RAIL NETWORK
for the user of the railway siding – the
infrastructure manager

Wagon Opole Sp. z o.o.

ul. Tadeusza Rejtana 7

45-332 Opole

Opole, August 2, 2017

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I. GENERAL CONDITIONS

1. The legal basis for the terms of the rail network

1.1 The proposed terms of use of the rail network has been drafted and published on the legal basis of Rail Transport Article 32 (1) of 28 March 2003 (consolidated text: Dz. U. of 2016, Item 1727, as amended), later referred to as the "rail transport act," based on which the manager develops the terms of use, later referred to as "terms of rail network," that specify the rules of providing the managed infrastructure and the objects of service infrastructure connected with the rail network of the manager, in particular:

- 1) the procedure of submitting and processing the applications for allocation of railway infrastructure capacity;
- 2) the characteristics of the railway infrastructure meant to be provided and information regarding the access to this infrastructure;
- 3) the price list, which is mentioned in Article 33 (13);
- 4) the terms of use of the provided railway infrastructure;
- 5) the range of services connected to the provision of railway infrastructure and the conditions for their provision.

1.2 These terms of the network have been designed with reference to the provisions of the Regulation of the Provision of Railway Infrastructure dated 7 April 2017 by the Minister of Infrastructure and Construction (Dz. U. of 2017, Item 755), later referred to as "the regulation of the provision of infrastructure."

1.3 The manager of the network belonging to Wagon Opole Ltd., who is also a user of the railway siding that splits off at the Opole Wschód station from the track no. 6, by the crossover no. 7 at the 5.106-kilometer point of the railroad no. 277 between Opole Groszowice and Wrocław Brochów managed by PKP Polskie Linie Kolejowe, hereby declares that s/he manages only shunting traffic within the managed infrastructure. The managed infrastructure does not include railways that enable the management of train traffic.

1.4 For the purpose of these terms, the rail network includes the provided railway infrastructure that does not fit into the characteristics of service infrastructure. The range of the aforementioned subject is indicated in chapter II of the statute of the rail network for the manager of Wagon Opole Ltd.

1.5 The rail network also includes the object of service infrastructure in the form of stabling tracks.

1.6 The list of railway infrastructure belonging to the object of service infrastructure is contained in chapter III of the statute of the rail network managed by Wagon Opole Ltd. The terms of the provision of the object and services provided within its scope will be specified by the statute of the object and the terms of its provision along with the price list, which will be published on the website of Wagon Opole Ltd. under the following address: www.wagonopole.pl no later than on 9 December 2017.

1.7 The object of service infrastructure splits off by the track no. 6a at the Opole Wschód station from the track no. 6, by the crossover no. 7 at the 5.106-kilometer point of the railroad no. 277 between Opole Groszowice and Wrocław Brochów, managed by PKP Polskie Linie Kolejowe JSC.

1.8 One of the services provided for the applicants by the operator of the object of service

infrastructure is the stop of rolling stock on designated stabling tracks. Technical and organizational details connected with the provided service of the stop of rolling stock are specified in the statute and the terms of the provision of the object of service infrastructure.

1.9 On the basis of Article 35 (1) point 2 of the rail transport act, the manager of the rail network Wagon Opole Ltd. decided to exempt railway infrastructure in the form of the object of service infrastructure from regulation under these terms, for which the manager of the rail network will prepare a statute and terms of the provision including a price list on the basis of provisions in chapter 6a of the rail transport act until 9 December 2017.

2. Glossary of basic terms used in the statute of the rail network

track – a track or tracks including the elements mentioned in points 2–12 in appendix no. 1 of the rail transport act provided that they are functionally connected with the tracks regardless of whether they are managed by the same entity.

rail network – a system of interconnected tracks managed by the manager of infrastructure.

statute of rail network – a document prepared by the manager of the rail network that indicates the railroads, sidings, and other tracks managed by him/her, as well as the tracks that constitute unavailable infrastructure or private infrastructure. In this statute, the manager also includes information about the elements of railway infrastructure that are the part of the railroads that are managed by a different manager.

manager of infrastructure – the entity responsible for the management of railway infrastructure or, in the case of new infrastructure being built, the entity who undertook its construction as an investor; the tasks of the manager of infrastructure may be performed by various entities.

user of the railway siding – the manager of infrastructure who does not manage tracks other than the railway siding.

applicant – rail carrier, an international economic interest grouping that includes rail carriers or other entities interested in acquiring railway infrastructure capacity, particularly an organizer of rail public transport or an operator of combined transport.

object of service infrastructure – a building with the ground on which it is situated, installations, and machines that is intended to be partially or fully used in the provision of one or more services mentioned in paragraphs 2 and 3 of appendix no. 2 of the rail transport act.

operator of the object of service infrastructure – an entity whose main task is the management of the object of service infrastructure or the provision of at least one service mentioned in paragraphs 2 and 3 of appendix no. 2 of the rail transport act in favor of rail carriers.

rail carrier – an entrepreneur who is authorized to conduct rail transport or to provide traction service, or an entity who conducts transport on infrastructure of narrow gauge railway, based on the license.

traction service – the activity of the rail carrier that aims at providing a rail vehicle including propulsion and the service of engine drivers in order to conduct rail transport

or at providing the service of engine drivers to drive the rail vehicle with propulsion.

railway infrastructure – elements specified in appendix no. 1 of the rail transport act.

railroad – a railroad designated by the manager of infrastructure that is adapted to the conduction of train traffic.

railway siding – a railroad designated by the manager of infrastructure that is directly or indirectly connected with the rail network, used for loading or maintenance procedures, stop of rail vehicles or their moving and entering the traffic on the rail network.

stabling tracks – tracks designated specially for a temporary stop of rail vehicles or a set of train cars between the two periods of their exploitation.

unavailable infrastructure – railway infrastructure where train traffic has been prohibited by the manager of infrastructure.

private infrastructure – railway infrastructure that is used exclusively for personal purposes of its owner or manager other than the transport of people.

provided infrastructure – the elements of railway infrastructure enumerated in appendix no. 1 of the rail transport act that are subject to being provided to rail carriers by the manager of infrastructure, but cannot be used for the provision of services specified in appendix no. 2 of the rail transport act.

train traffic – train movement or shunting procedure.

railway infrastructure capacity – an operational and technical capacity of a railroad that allows for the conduction of train traffic or shunting at a given time.

maneuver – an intended movement of a rail vehicle or a set of train cars and the related activities on the railroad excluding the arrival, departure, or crossing of a train.

train – a rail vehicle or a set of train cars that complies with the requirements specified for a train and that was given a status of a train by the manager of infrastructure.

railway infrastructure capacity – an operational and technical capacity of a railroad that allows for the conduction of train traffic or shunting at a given time.

train movement – arrival, departure, or crossing of a train through the rail network.

security clearance – a document confirming the capability of conducting train traffic and rail transport in a safe manner, issued to the entities who are discharged from the obligation to obtain safety certificate and safety authorization.

safety certificate – a document confirming that the rail carrier owns an accepted safety management system and is capable of complying with safety requirements.

3. The manager of the rail network

3.1 The ownership of the land where the rail network included in this statute is located belongs to TRINITES POLSKA Ltd. with its registered office at ul. Migdałowa 4, 02-796 Warszawa.

3.2 The manager of the rail network included in this statute is Wagon Opole Ltd. with its registered office at ul. Tadeusza Rejtana 7, 45-332 Opole, operating within the rail network, as the user of the railway siding on the basis of the civil law contract with TRINITES POLSKA

Ltd. with its registered office at ul. Migdałowa 4, 02-796 Warszawa.

3.3 Contact details of the manager of the rail network:

Wagon Opole Sp. z o.o.

ul. Tadeusza Rejtana 7

45-332 Opole

Tax Identification Number: 161516523

VAT identification number: 7543071344

tel. 48 77 453 82 71

fax. 48 77 454 48 38

e-mail: sekretariat@wagonopole.pl

3.4 The managed rail network has a contact point with the railroad no. 277 Opole Groszowice – Wrocław Brochów in the place where the railway siding splits off from the track no. 6 at the Opole Wschód station by the crossover no. 7, at the 5.106-kilometer point of the aforementioned railroad.

4. Characteristics and the purpose of the rail network

4.1 Railway infrastructure included in this statute is meant for:

taking various types of cars in for repair and returning them after the repair,
retrieving car packages necessary for the proper functioning of the enterprise,
performing shunting maneuvers connected with the placement of train cars on loading, technological, and service points and their subsequent removal, as well as their traffic within the railway siding.

4.2 Within the railway siding, loading operations concerned with dangerous goods in the meaning of the Regulation Concerning the International Carriage of Dangerous Goods by Rail (RID) and appendix no. 2 of SMGS are not conducted.

4.3 The detailed list of provided infrastructure that does not comply with the characteristics of service infrastructure can be found in chapter II of the statute of the rail network.

II. General organizational conditions for the provision of railway infrastructure

1. In order to gain an access to railway infrastructure of Wagon Opole Ltd., the rail carrier shall submit a valid license allowing for the conduction of rail transport of cargo, in article 43 (2) of the rail transport act, and have a valid safety certificate issued by the President of UTK in accordance with article (18) pt. 2 of the rail transport act. *The rail carriers discharged from the obligation of possessing a safety certificate shall submit a valid security clearance for the period during which they will use infrastructure of the manager of the network.*

2. The rail carrier submits a declaration confirming that s/he has a rolling stock at his/her disposal conforming with the requirements specified in the Regulation by the Minister of Infrastructure of 12 October 2005 regarding general technical conditions of the exploitation of rail vehicles (Dz. U. of 2016, Item 226).

3. Rail vehicles belonging to the rail carriers must be marked in accordance the requirements of the Regulation by the Minister of Transport, Construction and Marine Economy of 3

January 2013 regarding the method of register maintenance and the method of marking rail vehicles (Dz. U. of 2013, Item 211).

4. In every instance of cessation of validity or change of the documents permitting the use of railway infrastructure, the rail carrier is obliged to present valid documents.

5. The running elements of rail vehicles shall ensure:

a) the possibility of cooperation with railway traffic control devices, including crossovers used in the rail network of Wagon Opole Ltd.,

b) undisturbed work with radiotelephone devices.

6. Depending on its purpose and construction, a special rolling stock shall be marked with tags and information signs specifying:

a) the owner,

b) a full title of the vehicle, its type and serial number,

c) length,

d) mass,

e) spacing between bogie pivots, a car wheelbase, or a wheelbase of the machine,

f) velocity of the set of train cars,

g) travel direction of the set of train cars,

h) the place in the train in the case of its connection to the set of train cars,

i) velocity with a vehicle's own propulsion,

j) tensile strength of buffers and chain coupler,

k) marking of the gauge,

l) information about the influence on railway traffic control devices,

m) for devices subject to TDT (Transport Technical Supervision) – a description of the device including the surveillance number and the expiration date of vehicle inspection.

7. The rail network managed by Wagon Opole Ltd. is not powered through a conductor rail.

8. The workers employed by the rail carrier who directly perform the activities related to the conduction of train traffic and who operate rail vehicles must comply with all the requirements specified in the rail transport act and the appropriate implementing acts issued on the basis of the aforementioned act, including working time and rest time of engine drivers, as well as their knowledge of railroads.

9. The workers employed by the rail carrier who perform exploitative tasks within provided siding infrastructure must have a personal license that authorizes them to be present on the entire or limited rail area of the manager of the rail network.

10. Before entering siding infrastructure of the manager of the rail network, the workers employed by the rail Carrier are obliged to get acquainted with the rules of procedures of the railway siding, as well as with the internal rules for the user of the railway siding, especially in terms of conducting train traffic and signaling on the siding.

11. On the area of the rail network belonging to Wagon Opole Ltd., the rail carrier who uses railway infrastructure must not pollute water, ground, or air with hazardous substances that may violate the applicable provisions, especially article 174 (1) of the act of 27 April 2001, Environmental Law (consolidated text: Dz. U. of 2016, Item 672).

12. Specific technical requirements and the rules of conduction of train traffic within

infrastructure of the rail network are stated in the rules of procedures of the railway siding, precisely in chapter IV where the rules of placement and removal of train cars performed on the railway siding managed by its user, Wagon Opole Ltd.

13. Before arriving to the network, the rail carrier is obliged to direct all the workers and other persons who will be performing any tasks on his behalf or receive OHS and fire protection training and within the area of the siding.

14. Each arrival of train vehicle belonging to the rail carrier to provided infrastructure is connected with the obligation to comply with the existing rules and standards of proceeding, especially those pertaining to work safety and fire protection.

15. The rail carrier will notify the manager of the rail network of the expected time of arrival of the train or an engine running without train no less than 24 hours in advance. This notification shall be directed through a telephone call or an e-mail using contact detail provided below: Wagon Opole Ltd. tel. +48 77 453 82 71 sekretariat@wagonopole.pl.

16. The carrier will be able to arrive to or leave provided railway infrastructure of the rail siding from Monday to Tuesday, from 07.00 until 15.00. The carrier must organize the transport while keeping in mind that the arrival to or departure from the rail siding is impossible from 16.00 until 7.00.

17. The manager of the rail network reserves the right to refuse to accept train cars in bad technical condition if it endangers traffic safety on the siding. The refusal to accept a train car requires a written justification presented to the rail carrier within 24 hours from the moment of submission of a request for such a justification by the carrier.

III. Limitations on the use of railway infrastructure

1. In the process of the provision of railway infrastructure to the rail carriers, the following exploitative limitations may occur:

a) planned railway closures resulting from the need of executing investment, modernization, renovation, and maintenance works,

b) unplanned railway closures resulting from the damages of railway infrastructure,

c) sudden limitation of the maneuvers that results from the damage of railway infrastructure and the rolling stock,

d) the occurrence of an emergency or a crisis situation, in the case of a threat to traffic safety and transport safety, as well as the occurrence of fortuitous events such as a sudden change of the atmospheric conditions,

e) refusal to let a rail vehicle pass through or stopping the rail vehicle of the rail carrier that results from the fact that either this vehicle or its operators fail to comply with the requirements specified in the terms of the rail network, the terms of use of railway siding, and the internal rules for the user of railway siding – the manager of the rail network belonging to Wagon Opole Ltd.

2. The manager of the rail network of Wagon Opole Ltd. immediately notifies the rail carrier of exploitative limitations that have occurred.

3. The manager of the network of Wagon Opole Ltd. informs the driver of the rail vehicle, in a manner specified by the law, about the changes resulting from a sudden need of implementing exploitative limitations that pertain to technical and exploitative parameters of railway infrastructure where shunting traffic occurs (these limitations are related to works, speed limits, and other kinds of exploitative limitations), as well as about exploitative limitations connected with a faulty functioning of traffic control and communication devices.

4. The rail carriers are informed about the planned works resulting from the exploitation of the rail network managed by Wagon Ltd. within the period of 7 days.

IV. Settlement procedure regarding the conflict between rail carriers regarding shunting capacity

1. In the case when a conflict between several rail carriers regarding shunting capacity occurs within provided railway infrastructure during the process of its allocation, the manager of the rail network informs the rail carriers about this situation and provides suggestions as for how the situation can be solved.

2. In the case when the conflict cannot be solved, the manager of the manager of the rail network consults with the rail carriers involved in the case and assures an optimal realization of their needs. The settlement of the conflict during which allocated shunting capacities collide shall end within 5 days from the day of notifying the involved rail carriers.

4. If, in spite of undertaking the procedures mentioned in paragraph 2, the fulfillment of shunting needs specified in the applications in accordance with the expectations of the rail carriers is impossible due to a limited shunting capacity of the railway siding, the manager of the rail network immediately notifies the President of UTK and presents the results of the analysis of the shunting capacity of the railway siding or its fragment and a plan of increasing the shunting capacity in accordance with the rules specified in the regulation of the provision of railway infrastructure.

V. Services related to the provision of railway infrastructure

1. Wagon Opole Ltd. guarantees that the rail carriers will be able to perform shunting traffic in accordance with the rules specified in the agreement on the reservation of railway infrastructure capacity.

2. The scope of the agreement includes the services provided as a part of the minimal access to rail infrastructure that are supposed to be provided for the rail carriers during the time of performing maneuvering works, i.e.:

- a) processing the application for the allocation of shunting capacity,
- b) enabling the rail carriers to use railway infrastructure on the basis of allocated shunting capacity,,
- c) controlling train traffic and providing information about shunting traffic,
- d) providing information required for the implementation and performance of the maneuvers for which shunting capacity has been allocated.

3. The manager of the rail network provides additional services in the form of making excerpts from regulations and other documents requiring additional work on the part of Wagon Opole Ltd. available for the rail carriers.

VI. Allocation of railway infrastructure capacity to the applicant

1. The manager of the rail network will provide a fragment of the railway siding on the basis of the rules specified in a separate agreement on the allocation of shunting capacity for the applicants.

2. The signing of the agreement on the allocation of shunting capacity takes place upon a

written request of the applicant sent to the following address:

Wagon Opole Sp. z o.o.

ul. Rejtana 7, 45-332 Opole

3. In the aforementioned request, the applicant will state that the agreement pertains to the allocation of railway infrastructure capacity required for shunting maneuvers.

4. The agreement on the allocation of railway infrastructure capacity shall specify the rights and obligations, as well as the method and the date of the provision of information regarding the rail carrier, who has been authorized to use the shunting capacity, to the manager.

5. After the agreement on the allocation of railway infrastructure has been signed, the applicant will file an application for the allocation of the shunting capacity in which s/he shall specify that his/her request pertains to the allocation of a new shunting capacity or the modification of the previously allocated one.

6. The application for the allocation of the shunting capacity shall include:

a) the aim of performed maneuvers,

b) the place of performed maneuvers,

c) the type of shunting vehicles,

d) specification of the manager of railway infrastructure to whom the application is addressed,

e) the company of the rail carrier, its registered office (address), and the telephone number.

f) the type of transport that the rail carrier intends to conduct,

g) other information that the rail carrier considers to be important for the order.

7. If the application pertains to the allocation of the shunting capacity for the purpose of providing a stopping place for a set of train cars, it shall include:

a) a stopping place for the set of train cars,

b) the maximal length of the set of train cars,

c) stopping time of the set of train cars.

8. The manager of the network of Wagon Opole Ltd. examines the application within 30 days from the date of its receipt.

9. The range of the allocated shunting capacity for the railway siding splitting off at the Opole-Wchód station depends on the current ability of its provision to third parties resulting in particular from the exploitative needs of the manager of the rail network and the condition of infrastructure.

10. In the agreement for the allocation of shunting capacity, the manager of the network may specify the requirements related to the financial guarantees for the security of payment. These requirements must be precise and devoid of any discriminatory characteristics.

11. The applicant cannot submit the application for the allocation of shunting capacity that pertains to different types of shunting capacity if these types are unrelated to the sequence of activities performed in the relation to the set of train cars.

12. In the application, the applicant may specify other applications for the allocation of shunting capacity directly preceding the one intended for the same set of train cars.

13. The applicant submits the application for the allocation of the shunting capacity for more than one rail network to one of the managers of the rail networks specified in the application.

14. The application for the allocation of shunting capacity that the applicant submits to the manager of infrastructure shall be presented in an electronic form.

15. If the applicant accepts the shunting capacity allocated on the basis of the application, it shall mean that s/he resigns from the previously allocated shunting capacity in the scope specified in the application.

16. The manager accepts the applications for the allocation of the shunting capacity from midnight on the second Saturday of December until midnight on the second Saturday of December of the next year.

17. The application for the allocation of the shunting capacity for more than one rail network shall be submitted by the applicant to one of the managers of the rail networks specified in the application.

18. On the basis of received applications, the manager of the rail network shall allocate the shunting capacity for maneuvering work within provided infrastructure of railway siding.

19. In the case where the shunting capacity is insufficient, the manager immediately notifies the President of UTK and the applicants who applied for the allocation of the shunting capacity on a specific fragment of railway siding infrastructure.

20. The manager shall perform an analysis of the shunting capacity of the fragment of railway siding infrastructure of insufficient capacity and present the results to the President of UTK within 6 months from the date of notification mentioned in paragraph 19.

21. The manager shall develop a plan for increasing the shunting capacity and presents in to the President of UTK within 6 months from the date of submitting the results of the analysis of the shunting capacity after consulting with the rail carriers conducting transports on the fragment of infrastructure that the analysis pertains to.

22. The analysis mentioned in paragraph 20 includes:

a) the influence of conducted transports and the methods of controlling train traffic on the shunting capacity,

b) the specification of the causes of the insufficient shunting capacity of the fragment of infrastructure, especially the determination whether one of the causes may be the change in the scope of the shunting traffic, parameters of infrastructure, or the way of conducting shunting traffic,

c) suggested temporary and target actions, including the ones suggested by the involved railway carriers, that will ensure the increase of the shunting capacity, such as:

- suggesting a detour for those trains that do not have a designated commercial stop on the specified fragment of the rail network,

- suggesting changes in the schedule of shunting traffic.

23. The plan for increasing the shunting capacity mentioned in paragraph 21 of these terms includes:

1) the description of the causes of the insufficient shunting capacity;

2) the prediction of shunting traffic intensity;

3) the specification of the limitations in the development of railway infrastructure;

4) possible variations for the increase of the shunting capacity with predicted costs and their influence on the level of unit rates for the provision of railway infrastructure.

5) the schedule of the application of the suggested solutions.

24. The shunting capacity allocated to a particular applicant cannot be transferred to another applicant.

25. The shunting capacity allocated to the applicant who is not a rail carrier cannot be used for the realization of transports of different types than those specified in the application for the allocation of the shunting capacity.

26. The applicant may authorize various rail carriers to use the shunting capacity allocated on the basis of particular applications.

27. The applicant who is not a rail carrier cannot authorize other rail carriers to use the shunting capacity allocated to him/her.

28. The rail carrier reserves the right to resign from the allocated route for the train or its part. The resignation of the ordered route requires a written form. In the case of not using the route for the train, the manager of the rail network of Wagon Opole Ltd. charges a booking fee for the entire shunting capacity or its fragment that has not been used by the rail carrier. The booking fee is charge in the amount assessed in accordance with the rules specified in chapter IX of these terms of network.

VII. Agreement on the reservation of railway infrastructure capacity

1. On the basis of the valid application, the manager of the network may conclude the agreement on the reservation on railway infrastructure capacity, later referred to as "framework agreement", with the applicant for a period that exceeds the period of the annual validity of the train timetable.

2. The framework agreement specifies in particular the approximate parameters of the railway infrastructure capacity based on which the applicant is allocated shunting capacity within infrastructure of railway siding.

3. On the basis of the §26 of the regulation regarding the provision of infrastructure, the framework agreement shall include:

a) the period for which the framework agreement has been concluded,

b) the rules and the date of submitting the applications for the allocation of train routes,

c) the parameters of infrastructure capacity predicted for the reservation made by the manager for the applicant,

d) train timetables in the duration of the framework agreement,

e) the conditions that will enable the manager to use the reserved shunting capacity,

f) the rules for implementing changes or limitations regarding the shunting capacity included in the agreement that will enable a more efficient use of railway infrastructure,

g) the results of the breach of the conditions of the framework agreement,

h) the date for payment of the booking fee for the reservation of infrastructure capacity specified in chapter IX paragraph 2 of these terms of the network.

4. The framework agreement may be concluded for the period no longer than 5 years and may be prolonged for next 5-year periods.

5. The conclusion of the framework agreement for the period exceeding 5 years requires a detailed explanation on behalf of the applicant on the basis of existing long-term commercial agreements or current or planned investments.

6. The regulations of the agreement cannot hinder the use of a specific rail network by other rail carriers.

7. The project for the framework agreement signed by the parties is presented by the manager for the confirmation by the President of UTK.

8. After the confirmation of the project of the framework agreement by the President UTK, it may be effectively concluded between the applicant and the manager of the rail network.
9. For not using the reserved infrastructure capacity, the manager of the rail network charges a fee specified in chapter IX paragraph 2 of these terms of the network.

VIII. Agreement on the use of railway infrastructure capacity

1. The manager of the rail network will forward the project of the agreement on the use of the shunting capacity to the rail carrier designated by the applicant within the agreed period.
2. The rail carrier acquires the right to use the shunting capacity allocated to the applicant after the conclusion of the agreement on the use of shunting capacity.
3. The agreement mentioned in paragraph 2 specifies the rights and obligations of the manager and the rail carrier in relation to the allocated shunting capacity and the way and conditions of its use with a particular emphasis on the contents of chapter II of these terms of the network and the rules of use of the railway siding along with the regulation of internal rules of the user of the railway siding – the manager of infrastructure.
4. In the agreement mentioned in paragraph 2, the manager may specify the requirements pertaining to financial guarantees for the security of payment. These requirements must be precise and devoid of any discriminatory characteristics.
5. The agreement mentioned in paragraph 2, is concluded for a period no longer than the period of the annual validity of the train timetable.

IX. Calculation and collection of fees for the provision of infrastructure

1. The manager of the network declares that s/he applied uniform rules for charging fees that are applied for all rail carriers.
2. The manager of the network informs that the rate of a shunting fee is established on the basis of factual circumstances.
3. The fee for the processing of the application for the allocation of the shunting capacity mentioned in article 33 (2) of the rail transport act is established as the quotient of the costs incurred by the manager that result from the processing of the application for the allocation of the shunting capacity and the number of applications submitted in the last completed year.
 - 3.1 As the rail network managed by Wagon Opole Ltd. will be provided for the first time, there are no data regarding the number of applications submitted in the last completed year. Thus, considering the above statements and the provision §19 of the regulation regarding the provision of infrastructure, the fee for the processing of the application is established in the amount of 100 PLN per one application.
 - 3.2 The above method of calculating the fee for the processing of the application for the allocation of the shunting capacity will be subject to change once the rail carriers have submitted the applications for the allocation of the shunting capacity.
 - 3.3 If the rail carriers do not submit the applications for the allocation of the shunting capacity, the method of calculating the fee will not change and remain on the level of 100 PLN per one application.
4. The manager of the network charges the rate of the fee for the unused reservation of the infrastructure capacity that amounts to 100% of the shunting fee. However, it is no lower than 1000 PLN.
5. The manager of the network charges the rate of the basic fee for the services provided as a part of the minimal access to railway infrastructure that are connected with the

performed maneuvers and specified in chapter VI paragraph 2 of these terms. This rate is later referred to as a "shunting fee".

- 5.1 The shunting fee is established by the manager on the basis of the direct costs inferred by the manager resulting from the performance of maneuvers.
- 5.2 If the manager of the network does not manage the railroad, then, according to the §24 of the paragraph 2 of the regulation regarding the provision of infrastructure, s/he can accept the rate of the shunting fee in the amount specified for the railroad that is interconnected with the railroad managed by him/her.
- 5.3 As the user of the railway siding, the manager of the network of Wagon Opole Ltd. does not manage roads other than the railway siding. Within the area to which these terms apply, s/he does not manage the railroad.
- 5.4 The manager of the network has accepted the rate of the basic fee for the services provided as a part of the minimal access to railway infrastructure connected with the performed maneuvers on the level of the rate of the basic fee for the access to railway infrastructure accepted by the manager of infrastructure PKP Polskie Linie Kolejowe for the railroad no. 277 between Opole Groszowice and Wrocław Brochów, on the section Opole Groszowice - Jelcz Miłoszyce in the train timetable for 2016/2017.
- 5.5 The detailed rates of the basic fee for the services provided as a part of the minimal access to railway infrastructure connected with the performed maneuvers are specified by the price list for the provision of infrastructure that is attached to these terms.
6. As a part of the minimal access to the rail network, the manager of the network establishes a 2-hour stop for rail vehicles for which, as specified in article 33 (10) of the rail transport act, s/he does not charge a fee for the allocated shunting capacity.
 - 6.1 After the free-of-charge stopping time specified in paragraph 4 is up, a fee is charged for each extra hour of the stop of one rail vehicle. This fee is equal to the rate of the basic fee charged for the services provided as a part of the minimal access to railway infrastructure.
7. For the provision of the additional services specified in chapter VI paragraph 3 of these terms, a fee of 4 PLN is charged for each A4 page of the excerpt.

X. Amendment and update of the terms of use of the rail network

1. The manager of the network reserves the right to implement changes to the terms of the network and to update it on the basis of the amendments made in the legal situation and factual circumstances that occur within the rail area of the managed network.
 - 1.1 The change implemented to the terms of the network cannot create a legal situation or factual circumstances that could cause a discriminative behavior towards entities interested in the use of provided infrastructure.
 - 1.2 After the implementation of the changes to the terms of the network, the manager is obliged to immediately publish their contents and to notify the rail carriers who have concluded an agreement on the use of the shunting capacity of the railway siding via a written form.
 - 1.3 The change and the update of the terms of the Network are immediately published on the website of the manager of the network under the address www.wagonopole.pl.

XI. Final provisions

1. These terms of the rail network and the price list enter into force on 9 August 2017 and their content will be published on 9 August 2017 at the latest on the website of the manager of the railway network of Wagon Opole Ltd. under the address www.wagonopole.com.
2. The following documents have been attached to these terms of the network:
 - a) the price list of provided infrastructure

b) the statute of the rail network