

 CTL LOGISTICS Connecting Europe	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Carriage of freight consignments	Effective date	01.01.2020
		Page	1 of 16
		Refers to	Art. 4 Carriage Law

Freight Transport Regulations

Regulations adopted for use by CTL Logistics Group hauliers - Uniform Text with amendments of 3.06. 2016:

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	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	2 of 16	
	Refers to	Art. 4 Carriage Law	
	Carriage of freight consignments		

1. General provisions - definitions.

- 1.1. The Regulations for the Carriage of Freight Consignments of CTL Logistics, hereinafter referred to as 'RPT', apply to all entities registered in Poland within the CTL Capital Group that provide rail freight services in domestic and international transport, as specified in their licenses for the carriage of goods by rail.
- 1.2. The list of Carriers is included in Attachment 1.
- 1.3. Definitions of terms used in the RPT:
- Customer: an entity that has entered into a contract of carriage with a Carrier,
 - Consignor - the entity that hands over the shipment to the Carrier for transport,
 - Consignee- the entity entitled to receive a consignment from the Carrier,
 - Wagon keeper - the owner or the entity with the right to dispose of a wagon based on another legal arrangement.
 - CIM - Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM - Attachment B to the COTIF Convention),
 - COTIF - Convention concerning International Carriage by Rail,
 - SMGS - Agreement on International Freight Traffic by Rail,
 - RID - Regulations concerning the International Carriage of Dangerous Goods by Rail.
 - Attachment II to SMGS - Regulations for the Carriage of Dangerous Goods in Freight Traffic
 - AVV - Agreement on the Exchange and Use of Freight Wagons by Railway Undertakings
 - PGW - Regulations on the Use of Wagons in International Rail Traffic under SMGS
 - ECM - Entity in Charge of Maintenance Certificate for Railway Vehicles based on Commission Regulation (EU) No 445/2011 of May 10, 2011, concerning a certification system for entities responsible for the maintenance of freight wagons
 - UTI - Intermodal Transport Unit - containers, truck bodies, swap trailers, and other loading units used in intermodal transport
 - Container - A standardized transport unit adapted for the carriage of goods, which can be loaded both horizontally and vertically.
 - Swap body: A container with support legs, not designed for stacking, intended for combined rail-road freight transport. Its special design allows it to be used as a detachable body of a road freight vehicle or as a transport unit (large container).



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Carriage of freight consignments	Effective date	01.01.2020
		Page	3 of 16
		Refers to	Art. 4 Carriage Law


- Semi-trailer: Any vehicle that can be coupled with a motor vehicle in such a way that it partially rests on it, with a significant portion of its weight and the weight of the load being borne by the motor vehicle.

2. Rules for the provision of transport services.

- 2.1. The subject matter of the Contract of Carriage is the Services or a single Service. The Services shall be provided in accordance with the Schedule of Services agreed by the Parties prior to their provision.
- 2.2. The Customer undertakes to provide the Carrier with a schedule of the Services, no later than 10:00 a.m. on Thursdays for transports planned for the following week. The Carrier shall confirm by fax or e-mail every Friday by 12:00 a.m. the Schedule proposed by the Customer or, if not accepted in whole or in part, shall agree changes to the Schedule with the Customer. The Carrier will send the Schedule agreed with the Customer to the Customer every Friday by 4:00 p.m. The basis for the performance of services is the mutually agreed Service Schedule.
- 2.3. The possibility of accepting transport in a mode different from that specified in point 2.2 will be each time determined individually on the basis of currently available free capacity and possibilities of timetable allocation by PKP PLK.

3. Consignment note.

- 3.1. For each carriage of a consignment in domestic carriage, the Consignor shall submit a consignment note according to template no. 1 and its attachments (template 1a).
- 3.2. The Carrier shall provide the Customer or the Consignor with consignment note forms with instructions on how to complete them.
- 3.3. In international transport, the Consignor shall submit the consignment note in accordance with the template specified in the relevant CIM or SMGS regulations - explanations on the content of filling in the consignment note in CIM and SMGS transport are included in the relevant international regulations.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	4 of 16	
	Refers to	Art. 4 Carriage Law	
	Carriage of freight consignments		

3.4. The consignment note for carriage in national transport consists of four parts:

part 1 - the original consignment note, which accompanies the consignment throughout its journey and is issued to the Consignee at the station of destination together with the consignment,

part 2 - the first copy of the consignment note which accompanies the consignment together with the original of the consignment note all the way through the carriage and remains with the Carrier as a document confirming the performance of the carriage,

part 3 - the second copy of the consignment note, which is retained by the Carrier at the station of shipment,

Part 4 - the third copy of the consignment note, which is received by the Consignor of the consignment.

3.5. The Carrier accepts consignment notes:

- drawn up on forms according to the relevant template,
- completed legibly in indelible lettering and, in the event of any corrections, with a discussion of them, uniformly on all parts of the consignment note,
- containing all necessary data for the performance of the Contracts of Carriage.

3.6. All indications and declarations shall be entered in the boxes provided for this purpose in the consignment note and only to the extent necessary for the performance of the Contract of Carriage.

3.7. The Consignor is obliged to enclose with the consignment note all the documents necessary for the carriage. The Consignor shall be liable for any consequences arising from the failure to provide these documents, the provision of these documents in an incomplete form and any irregularities in their completion.

3.8. The consignment shall be collected at the station of destination by an authorised person: the Consignee or the consignee's proxy acting on his behalf in accordance with the powers of attorney submitted. Receipt of the consignment shall be acknowledged by: signature, stamp in box 8 of the original and schedule of the consignment note.

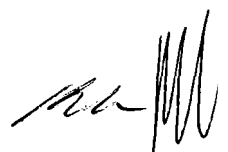
3.9. In the event that the Customer is not the sender of the consignment, the Customer is obliged to notify the sender of the manner in which the shipping documents, including the consignment note, have been completed and is responsible for the proper completion of these documents by the Consignor.

4. Completion of the consignment note in domestic transport.

4.1. The Consignor of the consignment shall complete boxes: 1,2,3,4,5,6,9, 10, 11,12 and 13 and together with the Carrier's representative (train driver) box 7.


4.2. The Consignee shall complete the box together with the Carrier's representative (train driver).

4.3. The Carrier shall complete boxes 14 and 7 and 8 in accordance with 4.1 and 4.2.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	5 of 16	
	Refers to	Art. 4 Carriage Law	
	Carriage of freight consignments		

- 4.4. The sender shall complete, in all parts of the consignment note, the boxes listed under point 4.1. including:
- a. In box 1 "Consignment Note No - in box 1, the serial number of the consignment issued since the beginning of the year, in box 2 the month of dispatch in two digits (01, 02, ... 11, 12), in box 3 the last two digits of the year of dispatch.
 - In agreed cases, the numbering of consignments may be conducted separately for individual routes.
 - b. In boxes 2 and 4 "Dispatch Station," "Destination Station" - the names of the dispatch and destination stations as indicated in the List of Traffic and Dispatch Points of PKP PLK.
 - c. In boxes 3 and 5 "Place of Dispatch," "Place of Receipt" - the names of the sidings where the dispatch (box 3) and receipt (box 5) of the consignment take place, in the form accepted in siding agreements or its abbreviation, or the words "own siding" or another agreed place of receipt of the consignment.
 - d. In box 6 "Consignor" - for business entities registered in the REGON system - an imprint of the stamp containing their name (the Consignor), postal address, identifier, NIP number, and the signature of the Consignor or a person acting on their behalf. In box 10 "Orderer - Payer - contract number..." - indication of the Contract of Carriage.
 - e. In box 9 "Consignee" - recipient's name in full length, postal address and telephone number.
 - f. In box 11 "Consignment details", the - type of consignment - full train, wagon group or wagon group, number of wagons belonging to the consignment, number of axles of these wagons, gross weight of all wagons making up the consignment and their net weight expressed in kilograms, packaging, marking of the consignment.
 - g. In box 12 "Name of goods" - the name of the goods as specified in the Harmonised Goods Inventory (NHM), state of affairs:
(e.g.: bulk, bagged) and in the "NHM No." section the full 6-digit NHM item number for that commodity - for the carriage of dangerous goods, in addition to the name of the goods as given in the regulations on the carriage of such goods together with the relevant statements, the free box inserted in the heading of the box and marked with the abbreviation RID shall be crossed out.
 - h. In box 13 "Consignor's declaration" - statements by the Consignor binding the Carrier to him, as well as the names of the documents attached, in particular the information:
 - 1) concerning the type, number and characteristics of seals or other tamper-proof devices affixed to the wagon,
 - 2) about the loading of goods on a security wagon,
 - 3) regarding the export of the consignment by sea beyond the customs border or its delivery by sea from outside the customs border



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	6 of 16	
	Refers to	Art. 4 Carriage Law	
Carriage of freight consignments			

- 4) indicating the person who should be notified in the event of an obstacle to the carriage or delivery of the consignment and from whom instructions on how to handle the consignment should be requested,
- 5) on the delivery of documents required by state administration authorities or specific regulations,
- 6) on including the value of the transport service in the price of the exported goods,
- 7) on the commercial contract number,
- 8) a statement 'I confirm the position of the shut-off valve as closed,'
- 9) on attaching a complete consignment note for the return transport of empty wagons
- 11) on the absence of dangerous items in a consignment of metal scrap,
- 12) that the goods are/are not on the List of Goods of Strategic Interest,
- 13) on attaching the waste transfer form.

i. in box 14 "Carrier's remarks" the Carrier's representative (train driver) shall enter the remarks relevant to the performance of the contract of carriage e.g.: exclusion of a wagon on the way, damage to the consignment, damage to the wagon, placing of seals etc."

j. "Addendum to consignment note" shall be filled in by the Consignor according to the name of the boxes

4.5. The Consignor shall be responsible for correctly completing the boxes set out in point 4.1.

5. Transport using wagons not owned by the Carrier.

5.1 Transport using wagons not owned by the Carrier, whether empty or loaded, is carried out based on the consignment note.

5.2 The Carrier will transport using such wagons if they meet the conditions specified in the detailed technical regulations (AVV, PGW, RID). The handover of wagons not owned by the Carrier for transport is considered equivalent to a statement by the Consignor that the maintenance of the wagons has been entrusted to a certified entity responsible for maintenance and that the purpose of the wagon corresponds to the scope of the certification according to ECM.

5.3 In the event of damage to a wagon not owned by the Carrier, the Carrier shall notify the wagon owner and the Customer and request instructions on how to proceed with the shipment and the wagon.

5.4 If the damage to the wagon is not caused by the Carrier's fault, the costs of the actions mentioned in point 5.3 are to be borne by the wagon owner.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
Carriage of freight consignments	Effective date	01.01.2020	
	Page	7 of 16	
	Refers to	Art. 4 Carriage Law	

6. Loading activities.

6.1 The Customer is obliged to ensure the technical efficiency of the siding indicated to the Carrier for use in the provision of transport services.

The above also applies to container terminals in the transport of UTI (Intermodal Transport Units)

6.2 Wagons handed over for transport to the carrier should be loaded in accordance with the UIC loading guidelines, Attachment No. 3 to the SMGS, or other regulations specifying in detail the conditions of transport for specific goods/groups of goods. The method of loading and securing the shipment may be defined in the Contract.

6.3 For wagons, loaded UTI requiring sealing, as well as empty wagons and UTI that previously carried particularly dangerous and radioactive materials, the consignor applies their own seals according to a pattern agreed with the carrier's representative in a way that prevents access to the shipment without damaging the seal. Sealing activities are also required for Intermodal Transport Units (UTI).

6.4 On wagons, loaded UTI requiring sealing, as well as on wagons and empty UTI that previously carried particularly dangerous and radioactive materials, the Consignor shall apply their own seals according to a design agreed with the Carrier's representative, in such a way that access to the consignment is prevented without damaging the seal. Sealing activities are also required for UTI.


6.5 The weight of the consignment is determined by the Consignor and entered into the appropriate box of the consignment note. Under the terms of a separate contract, the Carrier may determine the weight of a consignment

6.6 The weight of goods loaded on a wagon must not exceed the maximum indications on the wagon, the so-called: load limit. In the case of the carriage of intelligent transport units, the load limit includes: Gross container weight (cargo weight, container tare weight as well as the weight of cargo and other equipment).

6.6 The loading by the Consignor of a wagon not assigned by the Carrier shall be deemed to be the use of the wagon without the Carrier's consent. For loading a wagon without permission, a charge is levied at the rate specified in the Tariff.

6.7 The Consignor is obliged to affix to the wagons the warning stickers and information signs provided for in the special regulations for the carriage of the type of goods in question. When transporting dangerous goods, warning stickers and information boards, must comply with the template set out in the RID regulations, Attachment II to the SMGS.

6.8 During the use of the wagons, and in particular during loading and unloading operations, the Consignor/Consignee is obliged to comply with all regulations, standards, instructions and other provisions in force in this respect. In particular, plates attached to the wagon containing information relating to the manufacture of the wagon, as well as plates identifying the wagon owner, must not be removed.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	8 of 16	
	Refers to	Art. 4 Carriage Law	
Carriage of freight consignments			

7. Carriage of dangerous goods.

The carriage of dangerous goods shall be carried out in accordance with the provisions of the RID and, in SMGS communications, in accordance with Attachment II to the SMGS.

8. Checking the consignment, improving the loading, reloading the consignment.

8.1 The Carrier may check that the consignment conforms to the Consignor's statements in the consignment note and that the provisions on items admitted for carriage under special conditions have been applied.

8.1.1. The Carrier shall notify the Consignor of the need to inspect the consignment or to participate in the inspection. The notification shall be made in writing.

If the Consignor refuses to attend to inspect the consignment or fails to appear within the agreed period from the date of delivery of the summons:

- in cases where the consignment is detained at the sending station: 4 hours
- In cases of detention of the consignment in transit 24 hours,

The Carrier shall check the consignment in the presence of witnesses.

8.1.2. The result of the verification of the consignment shall be recorded in a protocol signed by the parties involved in the operations.

8.1.3. If the consignment does not conform to the statements made in the consignment note or the provisions for the carriage of goods under special conditions have not been complied with - the costs incurred by the Carrier to rectify the irregularity shall be charged to the Consignor of the consignment - the Carrier shall charge a fee based on the provisions of the Tariff.

8.2 If it is necessary to reload the consignment or to improve its loading en route, the Carrier shall carry out these operations himself in the shortest possible time. If the use of specialised equipment is necessary or the consignment contains dangerous goods, the Consignor shall be called upon to carry out the loading work. The Consignor shall report within 24 hours of the Carrier sending the notification. If the sender cannot be notified or does not turn up at the place of consignment staging on time, the Carrier shall carry out the loading himself or have it carried out at the sender's expense.

8.3 After correcting the loading or reloading of the consignment, the Carrier shall draw up a report on a form according to the template no. 2 and charge the Consignor with the cost of correcting the loading or reloading if the necessity of such actions was caused by the Consignor.

8.4. In the case of excluding wagons from a loaded shipment, reloading into two or more wagons, or revealing a shipment without a consignment note, the Carrier shall prepare a supplementary consignment note.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	9 of 16	
	Refers to	Art. 4 Carriage Law	
	Carriage of freight consignments		

9. Sending and receiving parcels and wagons.

- 9.1 The sending and receiving of consignments is carried out on the basis of a consignment note. The Consignor/Consignee and the Carrier shall confirm this with their signatures in the relevant boxes of the consignment note (boxes 7 and 8 respectively).
- 9.2 The handover of empty wagons to the loading point is effected on the basis of a consignment note, template no 1, 1a or the "List of rail vehicles in the train" template no 3. At the request of the client, the wagons may be provided on the basis of the "Transfer note template no 4 (CTL 25).
Delivering party on the part of the Carrier and the receiving party on the part of the Consignor shall confirm the fact of the handover of the wagons by means of a stamp, a signature and the date and time of the handover. Irregularities discovered by the wagon acceptor shall be entered in the aforementioned documents.
- 9.3 The Consignor/Consignee of the consignment shall notify the Carrier of the readiness of the wagons to be taken on min. 2 hours prior to the preparation of the wagons for collection at the taking-over point, drawing up the "Notification of wagons ready for collection - template no 5 (CTL 27).
Preliminary information on the expected time of completion of the loading/unloading operations must be communicated to the Carrier via e-mail (e-mail) 12 hours prior to the planned completion of the loading/unloading operations.
- 9.4 Consignor/receiver is obliged to return the wagon in a condition to be used for reloading or sending it on its way. In particular, the wagon shall:
- be thoroughly and completely cleared of all debris from the last items transported and have doors, flaps, etc. properly closed.
 - have fixed parts of the wagon and suspended couplings, and tank wagons should have closed top and drainage hatches,
 - be in a non-degraded condition.
- 9.5 In the case of revealing wagons that are improperly loaded or contaminated, these wagons shall be considered not ready for removal from the loading point.
This also applies to the cases listed in paragraph 6.6.5. of these Regulations.
The Carrier reserves the right to make a claim, within a maximum of 7 days after unloading the wagons, for the return of a wagon that has not been thoroughly cleaned. Applies when a wagon is found to be contaminated during acceptance for the next loading.
- 9.6 In addition, a report shall be drawn up for the damage which has caused the deterioration of the technical condition of the wagon, according to template no 6.
- 9.7 If a wagon is damaged during transport, the Carrier shall inform the wagon keeper and



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	10 of 16	
	Refers to	Art. 4 Carriage Law	
Carriage of freight consignments			

The Customer, with a request for instructions on how to proceed with the wagon, and in the absence of instructions within 24 hours, shall convene a committee to determine the further course of action.

9.8 If the Carrier is not responsible for the damage to the wagon, the costs of this shall be borne by the wagon keeper.

10. Stay of the Carrier's wagons at loading / unloading points

- 10.1 Remaining at the disposal of the Consignor/Consignee refers to the period during which the Consignor or Consignee uses the wagons provided by the Carrier (whether empty or loaded).
- 10.2 The time that wagons remain at the disposal of the Consignor/Consignee is counted from the day and time specified in the detailed Service Schedule for the start of the loading shift or from the actual placing if it occurs later than planned. In the absence of specific scheduling arrangements or a timetable, it is assumed that the stay starts at 6:00 a.m. or at the time of the start of siding operations, whichever is later. For the calculation of the remaining time the wagon is at the disposal of the Consignor/consignee, the time indicated in the notification referred to in the relevant point shall be used. 9.3. The documents confirming the time when the wagons are at the disposal of the Customer shall be the entry of the date and time of receipt or delivery on the consignment note or wagon list. Communication by e-mail is acceptable. In the absence of the above documentation, telephone notification is considered valid for billing purposes.
- 10.3 The stay of wagons at the disposal of the Consignor/Consignee for the duration specified in the Contract of Carriage is included in the transport rate. If the wagons remain at the Customer's disposal for a period longer than specified in the Contract of Carriage, the Carrier may charge an additional fee for the extended stay of the wagons, as stated in the Tariff or the individual offer.
- 10.4 The basis for the charge is a table showing the length of stay, the number of hours exceeding the free time, the rate per wagon-hour according to the Contract of Carriage, and the total amount to be paid.



 CTL LOGISTICS Connecting Europe	REGULATIONS Carriage of freight consignments	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
		Effective date	01.01.2020
		Page	11 of 16
		Refers to	Art. 4 Carriage Law

11. Obstacles to the carriage of the consignment.

11.1. An impediment to the carriage of a consignment exists if the carriage cannot be performed for reasons dependent on or beyond the control of the Carrier or the Consignor. This refers to any event that prevents the execution of the Contract for Carriage under its original conditions, including the delivery of the shipment to the Consignee at the destination.

Obstacles to carriage include:

a) For reasons on the part of the Consignor:

- Failure to attach documents required by customs and administrative authorities;
- Uneven loading or overloading of goods, resulting in exceeding the allowable axle load on the rail.

b) for reasons attributable to the Carrier: damage to the means of transport - the consignment, the packaging, the equipment securing the consignment for the duration of the transport precluding its onward journey, when the goods require reloading - securing which the Carrier is unable to provide or when it is difficult or impossible to deliver the consignment to the Consignee indicated in the consignment note.

11.2. Obstacles beyond the control of the Consignor and Carrier include: orders of the competent authorities, weather phenomena.

11.3. In the event of an obstacle to carriage, the Carrier shall ask the Consignor/Customer or a person designated by the Consignor for instructions on how to remove the obstacle by e-mail, fax, telephone. However, this does not apply if the right to dispose of the consignment has already passed to the consignee. In such cases, the Carrier should request instructions from the Consignee (Art. 53 Carriage Law). The exception to this is if the obstacle is removed between the request for instructions and their receipt. In such a case, the Carrier must notify the person entitled of the elimination of the obstacle and continue the carriage as usual.

11.4. Obstacles caused by the Consignor shall be removed by the Consignor himself or have them removed by the Carrier at the Consignor's expense.

11.5. If the occurrence of the obstacle was not the Carrier's fault, the Carrier shall remove the obstacle for a charge calculated in accordance with the rules set out in the Tariff.

11.6. In case of failure to give instructions or giving instructions that are not feasible, the Carrier has the right to liquidate the consignment in accordance with Article 58 of the Carriage Law.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	12 of 16	
	Refers to	Art. 4 Carriage Law	
Carriage of freight consignments			

12. Determination of loss, damage or defect to the consignment.

- 12.1. Determination of the condition of a consignment before its release is obligatory in case of missing or damaged seals, wagon damage, visible signs of tampering.
- 12.2. The Consignee may request that the condition of the consignment be ascertained and a report be drawn up after accepting the consignment without reservation if he or she notices a defect or damage, but no later than within 7 days from 0.01 a.m. on the day following receipt of the consignment.
- 12.3. The request to determine the condition of the consignment and to draw up a report, the Consignee shall confirm in writing before the start of the determination operations. The Consignee shall not be entitled to draw up and issue a report in the event of a total absence of a consignment or wagon. In this case, it shall be indicated on the consignment note that the consignment or wagon will not be released and shall be confirmed with the Carrier's stamp and signature.
- 12.4. The findings of the protocol shall be made in the presence of the authorized person. If the authorized person does not appear within the specified time limit, the Carrier shall make the findings in the presence of individuals invited by the Carrier.
- 12.5. The individuals involved in determining the condition of the consignment shall sign the protocol.
- 12.6. The protocol shall be drawn up in accordance with template 8.
- 12.7. With regard to consignments which lose weight due to their characteristics, the Carrier shall only be liable for that part of the loss which exceeds the standards of natural loss set out in the list below, unless the consignment has been tampered with during transit.



	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Effective date	01.01.2020	
	Page	13 of 16	
	Refers to	Art. 4 Carriage Law	
Carriage of freight consignments			

Lp.	Article name	Place where the loss occurred	Packaging	Packaging Amount of loss (% of mass)
1	Suger beet	Open wagon	Bulk	0.60
2	Spirits	Tank wagon	Bulk	
3	Sulphur	Open wagon, covered wagon	Bulk	0.50
4	Artificial fertilisers	Boxcar, open wagon, covered wagon	Bulk	1.00
5	Hard coal - coarse and medium grades	Open wagon	Bulk	0.80
6	Hard coal - unsorted and fine middlings			1.50
7	Hard coal - briquettes			1.50
8	Hard coal - sludge			2.00
9	Brown coal - all grades			1.50
10	Brown coal - briquettes			0.80
11	Coke, semicoke			1.00
12	Coke from coking plants and gasworks, as well as fine semicoke.			1.50
13	Liquid fuels and other petroleum products in liquid form."	Tank Wagon	Bulk	0.50
14	Iron of any kind	Open wagon	Bulk	0.50
15	Copper concentrate	Open wagon	Bulk	0.20
16	Zinc-lead concentrate	Open wagon	Bulk	1.00
17	Cement	Tank wagon	Bulk	0.20
18	Unquenched ground lime	Tank wagon	Bulk	0.35
19	Unslaked lime in lumps	Calcium wagon, container	Bulk	0.50

12.8. For bulk articles not specified above that lose weight due to their inherent characteristics, the natural loss standards are set at 1.5% for liquid articles or those sent for carriage in a wet state, and 0.7% for dry articles subject to weight loss.


12.9. In the case of carriage of non-listed goods, any applicable loss standards shall be agreed upon in the Contract of Carriage.



 CTL LOGISTICS Connecting Europe	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
Carriage of freight consignments	Effective date	01.01.2020	
	Page	14 of 16	
	Refers to	Art. 4 Carriage Law	

13. Final provisions.

13.1. The RPT shall enter into force on 01.01.2020 and shall apply for an indefinite period.



 CTL LOGISTICS Connecting Europe	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Carriage of freight consignments	Effective date	01.01.2020
		Page	15 of 16
		Refers to	Art. 4 Carriage Law

LIST OF CHANGES:

1. Of 16 December 2008, published in Uniform Text on the following website WWW.ctl.pl on 17 December 2008.
2. Of 11 January 2012, published in Uniform Text on the following website WWW.ctl.pl on 12 January 2012.
3. Of 3 June 2016, published in Uniform Text at WWW.ctl.pl on 10 June 2016.

The below-mentioned document forms necessary for the performance of carriage shall be provided by the Carrier free of charge prior to the commencement of the Services covered by the Contract of Carriage with the Customer.

Attachment:

Template No. 1 - Consignment Note for Domestic Transport

Template No. 1a - Attachment to the Consignment Note for Domestic Transport

Template No. 2 - Protocol for Re-loading or Correcting the Loading of the Consignment

(Wagon) Template No. 3 - List of Railway Vehicles in the Train Set

Template No. 4 - Delivery List

Template No. 5 - Notification of Wagons Ready for Collection

Template No. 6 - Protocol for Determining the Deterioration of the Wagon's Technical Condition

Template No. 7 - Invoice for Wagon-Hours for Wagons at the Disposal of the Consignor/Consignee

Template No. 8 - Protocol for Partial Loss or Damage to the Consignment



 CTL LOGISTICS Connecting Europe	REGULATIONS	Identification number	RPT
		Revision	4- Uniform text with amendments as of 16 December 2019
	Carriage of freight consignments	Effective date	01.01.2020
		Page	16 of 16
		Refers to	Art. 4 Carriage Law

Attachment 1 - List of Carriers in the CTL Logistics capital group

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