Terms of Use
for Service Facilities
of

Hutchison Ports Duisburg GmbH

(herinafter: Hutchison Ports Duisburg)

The following "Terms of Use for Service Facilities" are essentially based on the usage agreements recommended for use by the Association of German Transport Companies (VDV). They regulate the business relationship with authorized users arising from the use of service facilities within the meaning of Section 2, Paragraph 9 of the General Railway Act (AEG). They are divided into a General Part (NBS-AT) and a Special Part (NSB-BT). The NSB-BT contains additional provisions due to the specific concerns of Hutchison Ports Duisburg.

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List of abbreviations

AEG	General Railway Act
AT	General Part
BGB	German Civil Code
BGBl.	Federal Law Gazette
BOA	Regulation(s) on the Construction and Operation of Connection Railways
BT	Special Part
DVO	(EU) Implementing Regulation (EU) 2017/2177 of the Commission of 22 November 2017 on Access to Service Facilities and Rail-related Services (OJ L 307 of 23.11.2017, p.1) ERegG *Eisenbahnregulierungsgesetz* (Railways Regulation Act)
e. V.	registered association
EBO	Railway Construction and Operations Regulations
EBOA	Regulation(s) on the Construction and Operation of Connection Railways
EIGV	Ordinance on the Issuance of Operating Permits for the Railway System (Railway Operating Permit Ordinance – EIGV)
EIU	Railway Infrastructure Company
ERegG	Railway Regulation Act

ESBO	Railway Construction and Operations Regulations for Narrow Gauge Railways
EVU	Railway Operating Company
ff.	following
GGVSEB	Hazardous Goods Ordinance for Road, Rail, and Inland Waterways
H-NBS-BT	Notes on the Design of Terms of Use for Service Facilities – Special Part
HPflG	Liability Act
NBS-AT	Terms of Use for Service Facilities - General Section
NBS-BT	Terms of Use for Service Facilities - Special Section
Nr.	Number
RID	Regulation concerning the International Carriage of Dangerous Goods by Rail
S.	Page
usw.	and so on
VDV	*Verband Deutscher Verkehrsunternehmen e. V.* (the Association of German Transport Companies)
z.B.	e.g. for example

I. General section

1 Purpose and Scope

1.1 The terms of use for service facilities uniformly ensure to all entitled access parties

- non-discriminatory use of service facilities, and
- non-discriminatory provision of the offered services.

1.2 The terms of use for service facilities apply to the entire business relationship between Hutchison Ports Duisburg GmbH and entitled access parties, arising from the use of service facilities and the provision of the offered services.

1.3 The terms of use for service facilities are divided into a General Part (NBS-AT) and a company-specific Special Part (NBS-BT).

1.4 Regulations that supplement the NBS-AT, as well as any regulations that deviate from the NBS-AT, are found in the NBS-BT. Regulations in the NBS-BT take precedence over those in the NBS-AT.

1.5 Contractual agreements between entitled access parties and the railway operating companies (EVUs) commissioned by them have no impact on the contractual agreements between the entitled access parties and Hutchison Ports Duisburg GmbH.

1.6 The provisions concerning entitled access parties and EVUs apply correspondingly to vehicle owners.

1.7 The terms of use in the German language are the only legally binding version. If the terms of use are published in another official language of the European Union, this is solely for the better information of the entitled access parties.

2 General Access Requirements

2.1 Authorization

2.1.1 Upon entering into the first agreement pursuant to §§ 20 and 21 (1) sentence 2 ERegG of each year, the railway operating company (EVU) must provide evidence by presenting the original or a copy of one of the following official authorizations:

- a company license under § 6 (1) sentence 1 no. 1 AEG for providing railway transport services. Licenses issued under § 6 (3) no. 1 AEG in the version valid until September 2, 2016, for providing railway transport services for passengers or goods are considered company licenses (§ 38 (3) AEG);
- a company license issued under the law of another member state of the European Union or a contracting state to the Agreement of May 2, 1992, on the European Economic Area for providing railway transport services in accordance with Article 17 (4) of Directive 2012/34/EU.

An annual proof as per sentence 1 is not required as long as the EVU maintains a permanent business relationship with Hutchison Ports Duisburg GmbH based on a contractual arrangement.

The EVU may also provide proof as per sentence 1 by presenting the original or a copy of a safety certificate in accordance with § 7a AEG.

2.1.2 Upon concluding the first agreement according to §§ 20 and 21 para. 1 sentence 2 ERegG of each year, the vehicle owner must provide proof by presenting the original or a copy that they possess a company authorization according to § 6 para. 1 sentence 1 no. 2 AEG for independent participation in railway operations as a vehicle owner. The authorizations granted under § 6 para. 3 no. 2 AEG as applicable until September 2, 2016, for independent participation in railway operations as a holder of railway vehicles are considered company authorizations (§ 38 para. 3 AEG).

No annual proof as per sentence 1 is required as long as the vehicle owner maintains a permanent business relationship with Hutchison Ports Duisburg GmbH due to a contractual arrangement.

The vehicle owner can also provide proof as per sentence 1 by presenting the original or a copy of a safety certificate in accordance with § 7a AEG.

2.1.3 For a company authorization issued by a foreign authority, Hutchison Ports Duisburg GmbH requires the submission of a certified translation into German.

2.1.4. The EVU must promptly inform Hutchison Ports Duisburg GmbH in writing of any revocation or changes to the company authorization or safety certificate.

2.1.5. Information regarding the application for company authorizations under § 6 AEG and safety certificates under § 7a AEG is available on the website of the Federal Railway Authority (Eisenbahn-Bundesamt) at www.eba.bund.de.

2.2 Liability insurance

2.2.1 Upon concluding the first agreement according to §§ 20 and 21 para. 1 sentence 2 ERegG of each year, the EVU (railway undertaking) must provide proof of liability insurance under § 14 para. 1 AEG. In cases of § 14a para. 1 sentence 1 no. 1 letter a AEG, the EVU must demonstrate that it receives coverage from a liability insurance provider exempted from insurance supervision according to § 3 para. 1 no. 4 of the Insurance Supervision Act (Versicherungsaufsichtsgesetz) in the same manner.

2.2.2 No annual proof as per point 2.2.1 is required as long as the EVU maintains a permanent business relationship with Hutchison Ports Duisburg GmbH due to a contractual arrangement.

2.2.3 The EVU must promptly inform Hutchison Ports Duisburg GmbH in writing of any changes to the existing insurance arrangement.

2.3 Requirements for Personnel and Local Knowledge

2.3.1 The operational personnel deployed by the EVU (railway undertaking) must meet the requirements of the construction and operational regulations applicable to the respective service facility (EBO/ESBO or BOA/EBOA) and must have proficiency in the German language, both spoken and written, to the extent required for their respective duties.

2.3.2 Anyone operating a railway vehicle must have the necessary authorization to do so.

2.3.3 Hutchison Ports Duisburg GmbH provides the EVU's personnel with the required local knowledge before their deployment and supplies the necessary information. With the EVU's consent, Hutchison Ports Duisburg GmbH may use an agent to fulfil this requirement. Hutchison Ports Duisburg GmbH requires a fee for providing local knowledge, which is to be charged uniformly to all EVUs if specific regulations regarding this are included in the Special Part of its Terms of Use. After the initial provision of local knowledge, the EVU may also provide the necessary local knowledge to its personnel on its own.

2.4 Requirements for the vehicles

2.4.1 The vehicles to be used must comply with the construction, equipment, and maintenance requirements of the construction and operational regulations applicable to the respective service facility (EBO/ESBO or BOA/EBOA) and must be approved by the relevant authority or have a permit for deployment under the Railway Operation Approval Regulation; § 42 para. 2 and 5 EIGV remain unaffected. Deviations from this may be allowed in the case of intended use of maintenance facilities and other technical installations, as well as for test and trial runs, provided that the safe operation of the vehicle is ensured in another way.

2.4.2 The equipment of the vehicles to be used must be compatible with the technical and operational standards described in the Special Part of the Terms of Use, as well as with the control, safety, and communication systems of the railways used.

2.4.3 The EVU must confirm the fulfilment of the requirements according to points 2.4.1 and 2.4.2 upon request by Hutchison Ports Duisburg GmbH.

2.5 Provision of security

2.5 Financial Guarantee

2.5.1 Hutchison Ports Duisburg GmbH may make access to service facilities and the services provided therein conditional on a reasonable financial guarantee if the access rights holder has repeatedly failed to pay the fees for granted and utilized access rights within the last three years. Default occurs if the fee is not paid on time. Sentence 1 does not apply to access rights holders as defined in § 1 para. 12 no. 2 letters a and c ERegG.

2.5.2 A reasonable financial guarantee is one equal to the total fee for the services agreed upon or typically used in a month (guarantee period) that is due. The following applies:

2.5.2.1 A financial guarantee must be provided in the amount of the total fee expected to be due for the remainder of the current month. Subsequently, a financial guarantee must be provided in the amount of the total fee expected for the following month.

2.5.2.2 If additional services are requested for a guarantee period for which a financial guarantee has already been provided, an additional financial guarantee must be provided for the expected fee for these additional services.

2.5.3 The financial guarantee may be provided through advance payment, according to § 232 BGB, or through a guarantee (self-debtor, on first demand, and waiving the objection of prior recourse) from a financial institution. A guarantee from a financial institution rated as non-investment grade by a rating agency will not be accepted.

2.5.4 Hutchison Ports Duisburg GmbH will request a financial guarantee in text form. The following applies to the due date of the financial guarantee:

2.5.4.1 If securing the fee for the remainder of the current month, the financial guarantee must be provided within five working days after receipt of the guarantee request, and in any case before the start of the service. Working days are all days except statutory holidays at the location of Hutchison Ports Duisburg GmbH, Saturdays, and Sundays.

2.5.4.2 If securing the fee for a subsequent month, the financial guarantee must be provided no later than two working days before the start of the following month.

2.5.4.3 If securing the fee for additional services falling within a guarantee period for which a financial guarantee has already been provided, the corresponding financial guarantee must be provided no later than two working days before the start of the service. If this is not feasible due to services agreed upon on short notice, the financial guarantee must still be provided before the start of the service.

2.5.5 If Hutchison Ports Duisburg GmbH cannot verify the timely provision of the financial guarantee, it is entitled to refuse performance without further notice until the financial guarantee has been demonstrably provided.

3. Use of the railway infrastructure

3.1 General

3.1.1 The use of the railway infrastructure is only permitted within the scope and in accordance with the contractual agreements.

3.1.2 In addition to statutory provisions, the regulations contained in both the General and Special Parts of the Terms of Use of Hutchison Ports Duisburg GmbH apply to the use of the railway infrastructure.

3.1.3 Hutchison Ports Duisburg GmbH will provide the EVU (railway undertaking) with all additional information necessary for the use of the service facility. The EVU may reproduce the provided information as long as it does not infringe on third-party copyrights.

3.1.4 The specific use of the railway infrastructure is governed by the operational instructions given orally by Hutchison Ports Duisburg GmbH based on the contractual agreements or by the documents provided to the EVU.

3.2 Applications for Use of Service Facilities

3.2.1 The formal and substantive requirements for applications to use service facilities are governed by the provisions contained in the Special Part of the Terms of Use.

3.2.2 If an application is incomplete or otherwise flawed, Hutchison Ports Duisburg GmbH will promptly request missing or corrective information, setting a reasonable deadline for the submission of the missing or corrected details.

3.2.3 Hutchison Ports Duisburg GmbH will respond to complete applications within the deadlines set by the regulatory authority[1], and otherwise in accordance with Article 9 of Regulation (EU) 2017/2177.

3.3 Handling Conflicting Applications and Uses

3.3.1 If Hutchison Ports Duisburg GmbH receives an application for access to the service facility or the provision of a service that conflicts with another application or concerns already allocated capacity of the service facility, the coordination and decision-making process will follow Regulation (EU) 2017/2177 and any supplementary provisions in the NBS-BT. In accordance with Articles 10 to 12 of Regulation (EU) 2017/2177, Hutchison Ports Duisburg GmbH will proceed with the goal of reaching an amicable solution as follows:

3.3.1.1 Hutchison Ports Duisburg GmbH will enter into negotiations with one or more access rights holders affected by the conflict. It may offer individual access rights holders affected by the conflict uses that differ from the requested uses, indicating that bilateral negotiations can be refused. Hutchison Ports Duisburg GmbH must negotiate with all affected access rights holders if bilateral negotiations have been refused or have not been successful.

3.3.1.2 If applications cannot be harmonized through the coordination process, Hutchison Ports Duisburg GmbH will make a decision based on the priority criteria for capacity allocation set out in the Special Part of the Terms of Use.

3.3.1.3 If an application cannot be accommodated, Hutchison Ports Duisburg GmbH and the access rights holder will jointly examine whether viable alternatives exist, unless the access rights holder requests Hutchison Ports Duisburg GmbH not to provide viable alternatives and to forgo the joint examination.

3.3.2 An access rights holder whose application has been wholly or partially rejected may, if further legal requirements are met, file a complaint about capacity allocation with the regulatory authority (Article 13 para. 1 Regulation (EU) 2017/2177, § 13 para. 3 sentence 1 ERegG).

4 Usage fees

4.1 Basis for Assessment

The basis for determining the fees for using the service facility and for the provision of services are the fee principles and fees set by Hutchison Ports Duisburg GmbH. The fee principles are outlined in the NBS-BT. The fees are detailed in the list of fees annexed to the NBS.

4.2 Compensation for Unjustified Discounts and Surcharges

The access rights holder must compensate for any discounts granted under the fee principles of Hutchison Ports Duisburg GmbH if and to the extent that the conditions for their granting are not met. The same applies to the compensation of surcharges by Hutchison Ports Duisburg GmbH.

4.3 Value Added Tax

The fees payable by the access rights holder according to the fee principles of Hutchison Ports Duisburg GmbH are calculated plus the statutory value-added tax at the applicable rate.

4.4 Payment Method

The access rights holder must, at their own expense, transfer the fee to a bank account specified by Hutchison Ports Duisburg GmbH within one week of receiving the invoice.

4.5 Right of Set-Off

The contracting parties may only set off claims against those of the other party if the claims being set off are undisputed or legally established.

5 Rights and obligations of the contracting parties

5.1 Principles

5.1.1 The contracting parties commit to a relationship of mutual trust that takes into account the specific nature of using the railway infrastructure and minimizes any negative impacts on the other party as much as possible.

5.1.2 To ensure safety and efficiency in the use of the railway infrastructure, the contracting parties shall promptly exchange all necessary information. This is particularly important in relation to hazardous events.

5.1.3 The contracting parties shall designate in the contract one or more persons or entities authorized and capable of making operational decisions on their behalf within the shortest possible time

5.2 Information on the agreed uses

5.2.1 Hutchison Ports Duisburg GmbH shall ensure that the contracting party is promptly informed at least about the following circumstances:

a) The condition of the used railway infrastructure, especially changes affecting the track that may impact the operation of the EVU (e.g., construction work, temporary speed restrictions, signal changes, alterations to the technical or operational characteristics of the track),
b) Irregularities during the use of the railway infrastructure, as far as they may be relevant for further arrangements of the access rights holder,
c) Performance limitations (e.g., failure of transshipment facilities or passenger information systems),
d) Specifics related to major events.

5.2.2 The EVU shall ensure that Hutchison Ports Duisburg GmbH is promptly informed at least about the following circumstances:

a) The composition of the train (e.g., length, train weight, changes from the requested use),
b) Any specific details (e.g., transportation of hazardous goods according to GGVSEB/RID and their position in the train formation, load exceedances),
c) Irregularities during the use of the railway infrastructure, especially delay-relevant factors (e.g., reduced braking capacity, failure of traction vehicles),
d) Specifics related to major events.

5.3 Disruptions in Operations

5.3.1 Hutchison Ports Duisburg GmbH and the EVU shall promptly and mutually inform each other about special incidents, including deviations from agreed uses and other irregularities (disruptions in operations). Hutchison Ports Duisburg GmbH will immediately inform the EVU of any operational impacts affecting its usage possibilities.

5.3.2 The contracting parties are obligated to resolve disruptions. The resolution of the disruption must be carried out immediately unless an immediate resolution is unreasonable.

5.3.3 To resolve the disruption, Hutchison Ports Duisburg GmbH will apply the regulations applicable to operational traffic control in the event of disruptions. These regulations are binding for the EVU as part of the usage conditions.

5.3.4 To resolve the disruption, Hutchison Ports Duisburg GmbH may, within the service facility, specifically provide for the use of a different railway infrastructure than agreed upon. In case of disruptions, Hutchison Ports Duisburg GmbH should apply the principles of the coordination procedure according to Section 3.3 and the priority rules specified therein.

5.3.5 The EVU must promptly resolve disruptions in operations that are attributable to its area of responsibility (e.g., breakdown of railway vehicles). It must ensure, in particular, that the used service facility is not used beyond the contractual extent (e.g., by stranded trains). In any case, Hutchison Ports Duisburg GmbH is also entitled at any time to resolve the disruption at the expense of the party responsible (e.g., by towing stranded trains). For this purpose, authorized personnel of Hutchison Ports Duisburg GmbH — if possible after prior coordination with the persons or entities named in Section 5.1.3 — may enter EVU vehicles, ride in the driver's cabs free of charge, and issue instructions to the EVU's personnel. The EVU's personnel must comply with these instructions.

5.3.6 Hutchison Ports Duisburg GmbH must promptly resolve performance restrictions and disruptions in operations that are attributable to its area of responsibility (e.g., failure of transshipment facilities, passenger information systems, control, safety, and communication systems, switch failures).

5.4 Right to Inspect and Enter, Authority to Issue Instructions

Hutchison Ports Duisburg GmbH has the right to verify at any time on its premises that the EVU is fulfilling its contractual obligations. To ensure safe and proper operations, authorized personnel of Hutchison Ports Duisburg GmbH may enter EVU vehicles and issue instructions to the EVU's personnel. The EVU's personnel must comply with these instructions.

5.5 Riding in the Cab

5.5.1 Hutchison Ports Duisburg GmbH, or its authorized personnel, may ride in the cabs of the EVU's vehicles, after prior coordination with the persons or entities named in Point 5.1.3, to verify the proper condition of the railway infrastructure.

5.5.2 Riding in the cab is free of charge unless the EVU explicitly demands a reasonable fee.

5.6 Changes Concerning Railway Infrastructure

Hutchison Ports Duisburg GmbH has the right to modify the railway infrastructure as well as the technical and operational standards for using the railway infrastructure, taking into reasonable account the interests of the access holders. It will inform the access holders immediately of any planned changes. Existing contractual obligations remain unaffected.

5.7 Maintenance and Construction Measures

5.7.1 Hutchison Ports Duisburg GmbH may carry out maintenance and construction measures at any time. It will conduct these measures in a manner that minimizes negative impacts on the operations of the EVU to the extent economically reasonable.

5.7.2 Hutchison Ports Duisburg GmbH will promptly inform about usage restrictions due to maintenance and construction measures. This does not apply to ad-hoc measures that

result in only short-term or otherwise minor usage restrictions. The method of communication is outlined in the Special Part of the Terms of Use.

5.7.3 Deviations from the agreed usage due to maintenance and construction measures are governed by Point 6.5.

6. Liability

6.1 Principle

6.1.1 Each party to the contract is liable according to the statutory provisions, unless the Terms of Use (General/Specific Terms) contain differing regulations.

6.1.2 The parties to the contract are liable for indirect damages only in cases of injury to life, body, and health, as well as in cases of gross negligence. For simple negligence, the parties are liable for indirect damages only if they breach essential contractual obligations and only for damages that are typically foreseeable. Essential contractual obligations are those whose fulfilment is necessary for the proper execution of the contract and on which the contractual partner is entitled to rely. Otherwise, there is no liability for indirect damages.

6.1.3 In the relationship between Hutchison Ports Duisburg GmbH and the EVU, compensation for its own material damages is excluded. This does not apply if the material damage of a party exceeds 10,000 euros; it also does not apply if a party is found to be guilty of intent or gross negligence, or if, in addition to the party's own material damages, damages to third parties or personal injuries need to be compensated.

6.2 Contributory Negligence

Section 254 of the German Civil Code (BGB) and, within the scope of its requirements, Section 13 of the Railway Infrastructure Access Regulation (HPflG) apply accordingly.

6.3 Liability of Employees

The liability of employees does not extend beyond the liability of the contracting parties. The personal liability of employees towards third parties remains unaffected. Recourse to employees of the liable contracting party is only possible for that party itself, based on its internal principles.

6.4 Liability Distribution in Case of Unknown Damager

If it cannot be determined who caused the damage to Hutchison Ports Duisburg GmbH or to third parties, both contracting parties are liable equally. If other EVUs also use or have used the affected railway tracks, the following rules apply:

a) If an EVU can prove that it could not have contributed to the damage, it is exempt from liability.
b) Otherwise, the damage is initially divided equally among the total number of remaining parties involved.
c) The portion of the damage allocated to all EVUs is then divided among them based on the extent of their actual use of the railway tracks in the three months preceding the occurrence of the damage.

6.5 Deviations from the Agreed Use

Deviations from the agreed use, which could not be avoided even with the necessary diligence required in traffic, are considered part of the general operational risk and are borne by and at the risk of the contracting party affected in each individual case, unless otherwise agreed between the parties based on specific regulations in the Specific Terms of Use or regulated within the incentive system according to § 39 subsection. 4 in conjunction with subsection. 2 ERegG. Liability for intent and gross negligence, as well as statutory reduction rights, remain unaffected.

7. Environmental hazards

7.1 Principle

The EVU (railway undertaking) is obliged to avoid environmentally hazardous impacts. In particular, the handling of environmentally hazardous goods and substances, as well as the refuelling of vehicles, must only be carried out at designated suitable locations.

7.2 Environmentally Hazardous Impacts

If environmentally hazardous emissions occur in connection with the EVU's operations, or if water-threatening substances from the EVU’s operational materials enter the soil, or if there are explosion, fire, or other dangers, the EVU must immediately notify the nearest occupied operational facility of Hutchison Ports Duisburg GmbH. This notification does not affect the EVU's responsibility for promptly initiating countermeasures and rescue operations (e.g., notifying the nearest police authority, fire department, etc.). If the danger situation according to sentence 1 necessitates the evacuation of Hutchison Ports Duisburg GmbH’s operational facilities, the responsible contracting party will bear the costs.

7.3 Soil Contamination

In the case of soil contamination caused by the EVU—whether faultily or not—Hutchison Ports Duisburg GmbH will arrange for the necessary remediation measures. The costs of remediation will be borne by the responsible EVU. If the perpetrator cannot be identified, liability will be determined according to section 6.4.

7.4 Compensation Obligation between Hutchison Ports Duisburg GmbH and EVU

If Hutchison Ports Duisburg GmbH, as the operator, is obligated to remove environmental damage caused by the EVU—whether faultily or not—the EVU will bear the costs incurred by Hutchison Ports Duisburg GmbH. If Hutchison Ports Duisburg GmbH contributed to the damage, the compensation obligation will depend on the circumstances, particularly on the extent to which the damage was primarily caused by one party or the other. If the perpetrator cannot be identified, liability will be determined according to section 6.4.

II. Special section

1. Description of service facility and infrastructure

1.1 General information

Hutchison Ports Duisburg operates a container terminal. It offers trimodal container handling services and has 4 container portal cranes, mobile handling equipment (reach stackers), storage areas, and a hazardous goods warehouse for the interim storage of containers. The main focus of its activities is the handling of containers between inland vessels and trucks.

Hutchison Ports Duisburg operates on land leased from Duisburger Hafen AG ("Duisport") and has 2 leased tracks, which are connected to the Deutsche Bahn AG network. Trains can access 3 of the 4 container portal cranes via these tracks. Currently, the loading and unloading of trains (rail handling) is only possible with 2 container portal cranes.

1.2 Description of the Service Facilities in Detail

In accordance with § 2 (9) of the General Railway Act (AEG), Hutchison Ports Duisburg operates service facilities in the form of portal cranes and mobile heavy-duty forklifts (reach stackers). The location, equipment, and general performance characteristics of the service facilities covered by these usage conditions are detailed in Appendix 1: Infrastructure Description.

2. Access conditions

2.1 User contract

2.1.1 The use of the service facility is subject to a separate request by the access permit holder to Hutchison Ports Duisburg GmbH. This request must be submitted in writing to

Hutchison Ports Duisburg GmbH
Stahlinsel 9
47138 Duisburg, Germany
Tel.: +49 203 80906220

or by e-mail to: operations.dui@hutchisonports.de

The request must contain the following information:

1. Requester: contact person and contact address/telephone number of the authorized person(s)
2. transport connection, terminals involved
3. date of the scheduled transshipment
4. transport day(s), duration of transport
5. incoming train, desired times
6. outgoing train, desired times,
7. transshipment track, requirements per terminal:
   length of track required

8. transshipment services:
   Incoming quantity per train: - rail/road,
   outgoing quantity per train: - road/rail,
   quantity of rail-(parking)-rail per train
9. quantity of hazardous goods arriving by rail: quantity of hazardous goods departing by rail,
10. Parking requirements per train (incoming by rail), parking needs per train (outgoing by rail).

2.1.2 The service facility offered by Hutchison Ports Duisburg GmbH can be used exclusively on the basis of a separate use contract entered into between Hutchison Ports Duisburg GmbH and the access permit holder in accordance with Section 20 and the second sentence of Section 21(1), ERegG, which together with NSB-AT and NSB-BT constitutes the contractual basis. These dictate the particulars of the access, and in particular the moment and duration of the use and the fee to be paid.

2.2 Operating hours

2.2.1 The normal operating hours of Hutchison Ports Duisburg GmbH during which the service facility can be used without additional surcharges are:

Monday 6 AM – Saturday 6 AM.

2.2.2 Use of the service facilities outside regular operating hours and on public holidays is only possible upon special request to Hutchison Ports Duisburg GmbH. Requests for the use of the service facilities must always be received by Hutchison Ports Duisburg GmbH no later than 48 hours before the desired time of use. Outside regular operating hours (Friday 22:00 – Monday 06:00), the request must be received by Hutchison Ports Duisburg GmbH by Thursday at 12:00 at the latest, while maintaining a minimum notice period of 48 hours. Confirmation or denial of the request will be provided by Hutchison Ports Duisburg GmbH no later than 24 hours before the planned arrival of the train.

2.2.3 Outside regular operating hours (Friday 22:00 – Monday 06:00) and on public holidays, an additional charge of 25% on the fee according to the current tariff list is to be paid. Furthermore, the use of the service facilities must include at least 40 container handling operations.

2.3 Priority Criteria for Capacity Allocation Decisions in Case of Conflicts

2.3.1 The priority criterion for capacity allocation is:
- The order in which the applications are received

3. Payment principles

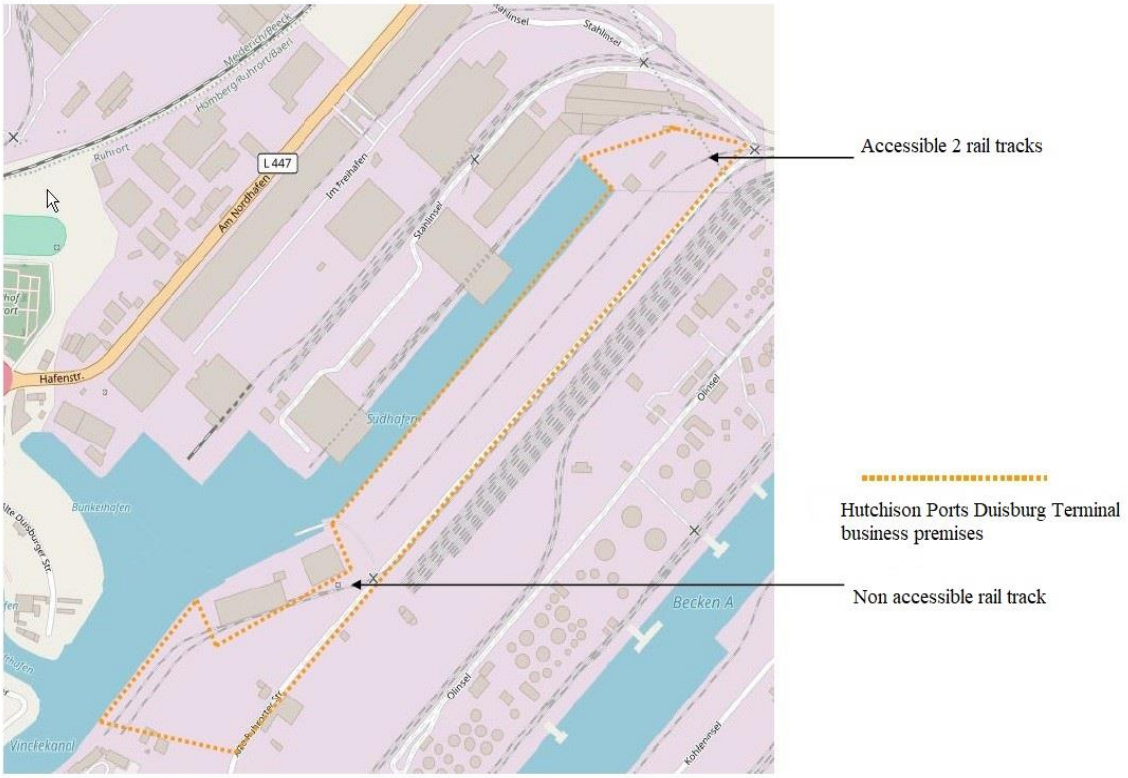
3.1 The calculation of fees for the use of the service facilities of Hutchison Ports Duisburg is based on the current fee list of Hutchison Ports Duisburg at the end of this document (Appendix 2).

3.2 The calculation of the fee for handling services provided by the service facilities listed in section 1.2 NSB-BT is done per container handling service.

3.3 The fee covers the processing of applications for the allocation of service facilities and the authorization for the use of the assigned service facility.

3.4 As long as Hutchison Ports Duisburg provides services according to this usage regulation, no separate fee will be charged for the necessary use and access to the track. Only the container transport or handling is subject to a fee.

Schedule 1. Infrastructure description



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Terminal operations
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Owner of the railway infrastructure
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Alte Ruhrorter Strasse 42-52
47119 Duisburg

Rail-side infrastructure
Number of transshipment tracks: 2
Track length: 677 Meter
electrification: no
Route class: D4

Infrastructure handling facility
Number of Cranes: 3, of which 2 are available for rail handling
Load capacity: 41 to
Number of mobile devices: 4
Load capacity: 42to
Mobile leakage tray for hazardous substances: 1
Brake testing system: 0
with brake filler stand: 0
storage area: 44795 qm
Total area: 104 000 qm

Schedule 2. Fee list

SERVICES for Hutchison Ports Duisburg GmbH as of 01.01.2024

Handling Full and empty Container, per handling	
From / on Truck	€35
From / on Rail	€35
From/ on Vessel	€35
Conditions: • Valid from Monday 6:00 AM to Friday 10:00 PM, and only upon request and subject to availability. • Weekends and holidays are available upon request. Surcharges may apply. • Rail and ship rates are exclusive of quay dues / charges. • Quay dues / charges will be passed on to the customer at a 1:1 ratio and are subject to adjustment (as published by Duisburg). • Quay dues / charges are published by Duisport: • Rail: https://www.duisport.de/wp-content/uploads/2023/11/Entgeltverzeichnis-DHAG-ab-01-01-2024-FINAL.pdf (Rate from 01.01.2024: €6.25 per empty or full container) • Ship: https://www.duisport.de/wp-content/uploads/2022/11/Tarif-Hafen-und-Ufergeld-01-01-2023-deutsch.pdf (Rate from 01.01.2023: €7.90 per full container and €1.20 per empty container)	

Container storage, Full or Empty (non-IMO) **Per TEU per calendar day or part thereof**	
Day of Arrival	Free
1-5 days	€ 0,00
6-10 days	€ 8,00
11-16 days	€ 15,00
17> days	€ 15,00
Conditions: • On day 6, we charge an additional handling fee per container. • Maximum storage capacity: 100 TEU	

Truck registration is only possible with a valid Cargo Card and through the Do-It-Yourself-Desk (DIYD).

Additional services are available upon request. Details will be specified in the contract.

Payment of invoices is required within 30 days.