



General Sales Conditions

Lorry-Rail

May20th 2009 - version LR1

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GENERAL CONDITIONS OF SALE

1. DEFINITIONS

"Arrival" means the time when the Loading Unit is made available in the agreed terminal or in another agreed location to be removed by the Client.

"Client" means the party which itself, or through a representative it has previously designated in the contractual form or in a Framework Agreement, gives the order to ship the Loading Unit and which consequently undertakes to pay the price.

"Agreement" means the agreement entered into between the Client and Lorry-Rail concerning the shipping by rail of one Loading Unit or several Loading Units at the same time, formalised by the Client's reservation request and the confirmation of reservation of this request by Lorry-Rail.

"Framework Agreement" means the agreement entered into between the Client and Lorry-Rail, containing the provisions, in particular relating to prices, which will apply to all piggyback traffic agreements entered into pursuant to said Framework Agreement.

"Platform Manager" means the Lorry-Rail subcontractor(s) responsible for managing a terminal.

"Lorry-Rail" means the public company governed by Luxembourg law with capital of 5,000,000 Euros, registered on the register of trade and companies of Luxembourg under the number B116141, with its registered office at Container Terminal Zone Industrielle Schelek II, L-3225 Bettembourg.

"Exchange Parking Area" means the parking area where clients' semi-trailers are left and collected at the Bettembourg and Le Boulou platforms.

"Representative" means the person at the starting location called the "**Sender**" and at the arrival location who is called "**Recipient**".

"Loading Unit" means a standard road semi-trailer in compliance with European standards (including directives 96/53/CEE and 97/27/CEE) which after loading on a Wagon complies with the gauge of the line used.

"Handover" means the act by which the Loading Unit is transferred at departure by the Client or Sender to the Platform Manager or at the Arrival by the Platform Manager to the Client or Recipient. The Handover must take place with the mutual agreement of the parties concerned. The Handover takes place when, at the departure, the Loading Unit is separated from the traction vehicle and when, at the Arrival, it is removed by the Client or its Recipient.

"Wagons" means the double wagons provided for the rail transportation of the Loading Units (Modalohr system).

2. PURPOSE - SCOPE OF APPLICATION

2.1 The present General Conditions govern relations between the Client and Lorry-Rail for sending Loading Units between the platforms at Bettembourg (Luxembourg) and Le Boulou (France). The Client and Lorry-Rail are hereinafter referred to as individually a "**Party**" and collectively the "Parties".

- 2.2 The General Conditions are provided to the Client by Lorry-Rail before signature of the Agreement, so that the latter can comply with them in sufficient time.

If no complaint and/or objection is made by the client, by the signature of the agreement at the latest, it shall be deemed to have read the present general conditions no later than the day of signature of the agreement.

- 2.3 The subject of the Agreement is the handling by Lorry-Rail of Loading Units, whether full or empty, provided by the Client, loading them onto the Wagons, sending them by rail and unloading them in the conditions and at the times agreed and possibly storing them at their place of departure or arrival.

3. THE PARTIES' OBLIGATIONS

3.1 Lorry-Rail's obligations

Lorry-Rail:

- opens the Bettembourg and Le Boulou platforms to road trucks at the agreed times;
- makes reservations according to the places available for the services requested by the Client;
- provides reception services and access at each terminal for combination vehicles which come to leave their Loading Units in the Exchange Parking Area;
- sends by rail one or more Loading Units provided, whether loaded or not, by the Client, to the agreed destination location;
- load each Loading Unit provided onto the Wagon before sending and unload it from the Wagon on arrival (except for exceptional cases agreed with the Client);
- informs the Client and offers it information concerning:
 - the departure time from the departure terminal;
 - the planned Arrival time;
 - any discrepancies in the Arrival time from the planned timetable.

3.2 The Client's obligations

The Client:

- hands over the Loading Unit for shipping on the planned date and time in the agreed terminal or in another agreed location;
- collects the Loading Unit on the day of arrival from the agreed terminal or from another agreed location;
- under its own responsibility ensures the detachment of the Loading Unit from the traction vehicle and its reattachment to such vehicle, in particular the bolting and unbolting of securing devices, and the adaptations necessary for transportation by rails or road (eg. adjustment of the landing gear and bumpers);

- strictly complies with the obligations incumbent upon it pursuant to article 6 hereof concerning the condition of the Loading Unit and the merchandise;
- reads and strictly complies with the internal operating regulations of the Bettembourg and Le Boulou platforms and the safety instructions applicable thereto;
- undertakes not to exceed the total weight of the semi trailer as declared at the time of reservation;
- pays the price to Lorry-Rail;
- if it does not drop off or collect the Loading Unit itself, designates in the contractual form or in the Framework Agreement a Representative to carry out these operations.

4. DATE OF EFFECT OF THE AGREEMENT

- 4.1 The agreement takes effect either upon signature of the contractual form by the Client then by Lorry-Rail, or upon acceptance by Lorry-Rail of a reservation request made by the Client on the Customer Area, reserved for registered clients, on the website www.lorry-rail.com.
- 4.2 Signature of the contractual form by the Client or the Sender, the reservation request made by the Client on the Customer Area of the website www.lorry-rail.com and the signature of a Framework Agreement by the Client are deemed as acceptance by the signatories of the present General Conditions.
- 4.3 Lorry-Rail's liability for losses, damage or delays only takes effect on the day of shipping, in accordance with the provisions of article 9.1 (c). Relations between the Client and Lorry-Rail when the Loading Unit is handed over by the Client before the day of sending and concerning the period when this Loading Unit is parked until it is handled by Lorry-Rail in accordance with the stipulations of article 9.1 (c) are governed by the attached conditions for storage of Loading Units on the platforms.

5. EXPIRY OF AGREEMENT

The Agreement ends on the date of Arrival:

- either by the handover of the Loading Unit to the Client or Recipient;
- or, if the said Unit is not collected thereby, by the closing of the Terminal or at the latest midnight on the date of arrival.

When the Client does not fulfil its obligation to collect the Loading Unit before the end of the Agreement, it remains parked at the terminal at the Client's expense. The relations between the Client and Lorry-Rail relating to this storage, and in particular Lorry-Rail's liability with respect to keeping Loading Units shall be governed by conditions for storage of Loading Units on platforms, attached hereto.

6. THE CLIENT'S RESPONSIBILITIES.

6.1 The Client undertakes:

- to ensure that the indications it provides on the Loading Unit and the merchandise, in particular with respect to the weight and nature thereof, are full and accurate, regardless of whether it is the Client or Lorry-Rail which records or has recorded this information on the contractual form.
- to make available and be able to produce all documents and authorisations that transportation of the merchandise contained in the Loading Units requires;
- to ensure that all documents accompanying the Loading Unit and which are

stipulated by the authorities for the various inspections are duly and correctly filled in;

- (d) to ensure that any special stipulations by the States through which the Loading Unit travels are observed.

6.2 Through the Handover of the Loading Unit, the Client guarantees that it is fit for transportation and fulfils all the conditions for referencing of Clients and Loading Units as shown in appendix 2 of the present general conditions and that the Unit and the merchandise it contains comply with the required security criteria.

“Security criteria” should be understood in particular to mean that the condition of the Loading Unit and the merchandise it contains enable transportation to take place safely, in particular that the packaging of the merchandise and the stowing and attachment thereof inside the Loading Unit are suitable, especially for the shipping of liquid products or merchandise which requires a specific temperature.

- 6.3 Even if no fault can be attributed to the Client, it is liable for all prejudice caused if the obligations stated in articles 6.1 and 6.2 are not fulfilled.

Lorry-Rail may make signature of the Agreement subject to the Client being required to provide evidence of insurance covering it for all types of liability resulting from failure to comply with the stipulations of article 6.1 hereinabove.

6.4 Lorry-Rail shall not assume any liability with respect to the fitness for transportation and/or safety criteria of the Loading Unit or the merchandise it contains.

6.5 If, during transportation, any repair to the load is necessary, the repackaging costs, and any costs connected with immobilisation of the Wagon and disturbance to rail traffic, shall be borne by the Client.

6.6 Lorry-Rail is not required to verify the Loading Unit or the merchandise and its packaging, stowing or attachment, nor the indications supplied or the documents submitted by the Client relating thereto.

6.7 At the time of Handover by the Client, Lorry-Rail shall inspect or have inspected the external condition of the Loading Unit. Each Loading Unit is inspected briefly in order to ensure that it appears fit to be transported safely on the Wagons (absence of visible defect, general condition, etc.). Lorry-Rail takes photographs in order to establish the external condition of each Loading Unit at the time of Handover. These photographs have evidential value. They may replace or accompany the Handover form completed by both parties for the Loading Unit, filled in on departure and Arrival.

The photographs taken are kept by Lorry-Rail in the conditions and for the periods laid down in the applicable regulations. They can be accessed on written request by the Client within a period of eight (8) days from the date of the end of the Agreement.

7. UNAUTHORISED MERCHANDISE

It is forbidden to ship Loading Units containing merchandise as listed in appendix 3.

The Client undertakes not to hand over any Loading Unit containing such merchandise.

8. PAYMENT TERMS, CANCELLATION FEES AND INDEMNITIES APPLICABLE TO THE CLIENT

8.1 Payment terms

The agreed price shall be paid at the time the Agreement takes effect, unless the parties have entered into a Framework Agreement or any other written agreement stipulating other payment terms.

Unless Lorry-Rail gives its express written agreement otherwise, the Client shall pay the invoices by bank transfer to the bank account indicated on the invoice.

Requests to delay payments shall only be considered if the Client undertakes to supply to Lorry-Rail a payment guarantee issued by a top-ranking financial institution.

If payment is late, late payment penalties are due by the Client by operation of law.

Any principal sum not paid by the Client to Lorry-Rail on the due date agreed in the Framework Agreement or any other agreement between the parties shall give rise to the payment of late payment penalties calculated on the basis of (i) a rate equal to 1.5 times the legal interest rate on an annual basis and (ii) the number of days elapsed between the due date and the actual payment date, based on a year of 365 days. Penalties due and not paid shall be capitalised annually. The penalties due pursuant to the foregoing shall be collected by Lorry-Rail by operation of law and no advance formal notice shall be required.

8.2 Modification and cancellation of reservations - Cancellation fees

To be considered admissible, modifications and cancellations of reservations must reach Lorry-Rail in writing (email where receipt is confirmed by Lorry-Rail, fax or post) before three (3) o'clock (Paris time) the day before the agreed departure of the Loading Unit in question. For trains which depart on Saturday or Sunday, the modification or cancellation must reach Lorry-Rail in the same conditions before three (3) o'clock pm (Paris time) on the previous Friday.

If a reservation is cancelled, administration costs of thirty (30) Euros per Loading Unit may be invoiced to the Client by Lorry-Rail.

After the aforementioned deadlines and until the agreed time of the Handover, the Client may at the most modify the reservation once for a single Loading Unit.

If a reservation is cancelled or from the second reservation modification after the aforementioned deadlines and until the agreed Handover time, the Client shall be liable to pay to Lorry-Rail cancellation or modification fees equal to fifty percent (50%) of the price agreed for transportation of the Loading Units concerned.

8.3 Non-presentation, late or early Handover of Loading Units

In the event of non-presentation or Handover of the Loading Unit for departure later than the date and time scheduled for shipping, without notice, Lorry-Rail may require that the Client pay a penalty equal to one hundred percent (100%) of the agreed price per Loading Unit which is not presented or is handed over late.

If the Client hands over the Loading Unit earlier or later than the times agreed, the conditions for storage of Loading Units on the platforms, as stated in appendix 1 attached hereto, are applicable.

8.4 Terms of application of cancellation fees and penalties

Cancellation fees and other costs stipulated in the present article are invoiced to the Client. The Client shall make the payment on receipt of the invoice for cancellation fees and penalties invoiced pursuant to the present article.

Lorry-Rail may, where applicable, exercise the right of retention in compliance with the applicable laws and regulations.

9. LORRY-RAIL'S LIABILITY - INDEMNITIES

9.1 Lorry-Rail's liability is governed exclusively by the provisions of the present article.

- (a) Lorry-Rail is liable vis-à-vis the Client alone for damages occurring to the Loading Unit or to the merchandise it contains unless such damage is caused by a fault by the Client, by an order given by the latter, by an inherent defect in the Loading Unit or merchandise or by circumstances which could not be avoided or the consequences of which could not be prevented (force majeure).
- (b) When the loss or damage is caused in part by the behaviour of or a fault by the Client or by a defect inherent to the Loading Unit or merchandise it contains, the obligation and scope of the indemnity due by Lorry-Rail are limited to half of that indicated in article 9, to which the Client shall be entitled in the event that the liability of Lorry Rail alone may be incurred.
- (c) Lorry-Rail's liability takes effect on the day of shipping, at the time of the Handover of the Loading Unit by the Client to Lorry-Rail. If the Client hands over the Unit before the day of shipping, it only takes effect on the day of shipping. This liability ends at the time the agreement expires in accordance with the stipulations of article 5.
- (d) Lorry-Rail shall not be held liable in the transportation of the following items:
 - Jewellery, pearls and precious stones, furs, objets d'art and collectables;
 - Precious metals, banknotes, coins, cheques, shares, bonds, coupons and securities of all kinds, tobacco, alcohol of all kinds, mobile telephones; information technology equipment and software, precious metals ;
- (e) For the transportation of merchandise at a specific temperature, Lorry-Rail shall not be liable for the consequences resulting from the absence, poor functioning, insufficient or interruption of the Loading Unit's refrigerating or heating appliances.

9.2 When it is established that the loss or damage has occurred between sending by rail and delivery of the Loading Unit by the rail company responsible for the transportation of Wagons, Lorry-Rail's liability and the limitations thereof fall under the provisions of the rules concerning the contract for international carriage of goods by rail (CIM), which constitute Appendix B to the Convention concerning International Carriage by Rail (COTIF), in the version in force at the time the Agreement takes effect.

9.3 Outside the period of travel by rail as stipulated in article 9.2, the indemnity due by Lorry-Rail for loss of or damage to the Loading Unit and the merchandise contained therein is limited to 8.33 DTS per kg of gross weight lost or damaged.

9.4 When an indemnity for total or partial loss of the merchandise is due by Lorry Rail, the value thereof is calculated according to the stock exchange price, or otherwise according to the current market price, or if neither is possible, according to the usual value of merchandise of the same nature and quality, on the date and in the place where the merchandise has been handed over to Lorry Rail by the Client.

The indemnity shall be limited to 17 DTS per kg of gross weight missing.

When an indemnity for total or partial loss of the Loading Unit is payable by Lorry Rail, the value of the indemnity corresponds to the value of the Loading Unit on the market on the day it has been handed over by the client to Lorry Rail.

9.5 When an indemnity for damage to the merchandise is due by Lorry Rail, this is equal to the depreciation of the merchandise. The indemnity is calculated by applying to the value of the merchandise defined in accordance with the stipulations of article 9.4, the percentage of depreciation recorded on the date of arrival.

The indemnity may not exceed:

- The value it would have reached in the event of total loss, if all the shipment is depreciated by the damage,
- The value it would have reached in the event of loss of the depreciated part, if only a part of the shipment is depreciated by the damage.

When an indemnity for damage to a Loading Unit is payable by Lorry Rail, the value of the indemnity corresponds to the cost of the repair of the Loading Unit on the market on the day it has been handed over by the client to Lorry Rail.

9.6 From 30 October 2007, if a delivery is delayed by more than six (6) hours past the deadline for Handover on Arrival, except in the case of force majeure, and excluding cases of loss or damage, the Client may claim compensation for material, direct and certain prejudice it sustains due to this delay. In this case, and on penalty of being inadmissible, the claim for indemnity must be sent to Lorry-Rail by registered post with acknowledgement of receipt within five (5) working days from the date of Handover by Lorry-Rail of the Loading Unit to the Client. The value of the indemnity to be paid by Lorry-Rail is limited to the price of shipping the Loading Unit in question.

9.7 Lorry-Rail may modify a reservation up until three (3) days before the agreed deadline for Handover of the Loading Unit in question. In this case, no indemnity shall be paid to the Client.

To be considered admissible, modifications to reservations must reach the Client in writing (email, fax or post) at least seventy-two (72) hours before the agreed departure time for the Loading Unit in question.

9.8 Lorry-Rail shall not be held liable for indirect or consequential damages such as, in particular, the costs for waiting and immobilisation time for the Loading Unit and traction vehicle at departure and arrival, the cost of replacement transportation, damages linked to loss of profit, the non-use or late use of the merchandise carried, interruption or delay in production or loss of image or market share.

9.9 Clients remain fully liable for Loading Units parked on platforms and the merchandise contained therein until the time when the present conditions transfer liability to Lorry-Rail.

9.10 The possibility of offsetting the value of the invoices due by the Client with any

compensation claims is formally forbidden.

9.11 The Client is the sole holder of all rights to compensation vis-à-vis Lorry-Rail and it alone may make the claims described in article 10.

10. COMPENSATION CONDITIONS

10.1 The indemnity to be paid by Lorry-Rail is only due if notification of the damages has been given and compensation claimed in the manner and by the dates stipulated hereinbelow.

10.2 The notification sent by the Client must describe the prejudice in sufficient detail. It is to be sent to Lorry-Rail.

When Lorry-Rail hands over the Loading Unit to the Client, in the case of visible loss or damage, or when the customs seals or other closing systems for the Loading Unit are concerned, the Client or its Representative must indicate its observations on the Handover form filled in by both parties. The corresponding notification must in all circumstances, on penalty of the indemnity claim being deemed inadmissible, be confirmed to Lorry-Rail by registered post with acknowledgement of receipt within three (3) days from the date of the Handover.

In the event of non-visible loss or damages found only after Handover of the Loading Unit to the Client, the latter or its Representative is required to:

- give notice of objections immediately after discovery of the loss or damage, but in all cases within four (4) calendar days following Handover of the Loading Unit, by fax, telex, telegram, express letter or any other written medium to be received within said period of four (4) calendar days and, immediately afterwards, on penalty of the indemnity claim being deemed inadmissible, by registered post with acknowledgement of receipt;
- keep all proof that the loss or damage has been caused during the period of Lorry-Rail's liability as defined in article 4.3.

The indemnity must be claimed from Lorry-Rail exclusively.

10.3 Indemnity claims shall be made by the Client by registered post with acknowledgement of receipt. They shall include all necessary documentary evidence. The indemnity claim must be sent within a period of eight (8) months from the date of effect of the Agreement.

10.4 If the Client collects the Loading Unit giving rise to a notification and a claim for compensation after the expiry of the Agreement as defined in article 5, it must provide evidence that the damage occurred during Lorry-Rail's liability period as defined in article 4.3.

11. FORCE MAJEURE

Neither of the Parties may be held liable for not having fulfilled, or having fulfilled late, an obligation pursuant to the Agreement, insofar as such a breach or delay results directly from events occurring at any time during performance of the Agreement and with the characteristics of force majeure, that is, external to the Parties, unpredictable and unpreventable.

The Party which cites a force majeure event must, as soon as possible, take all measures that may reasonably be envisaged to minimise the impact on the performance of its obligations.

12. ASSIGNMENT OF THE AGREEMENT

Unless Lorry-Rail gives its express written consent, the Client is not permitted to assign the

Agreement to a third party.

13. IMAGE RIGHTS

The Client authorises Lorry-Rail, unless it provides a formal objection in writing, within the context of its commercial communication and any operation for promotion of the rail motorway service, to use any image on which one or more of its Loading Units is shown, with the logo and/or trading name of the Client.

14. SETTLEMENT OF DISPUTES - APPLICABLE LAW

14.1 Any proceedings arising from the Agreement are subject to a limitation of one (1) year from its date of effect, provided applicable domestic laws or international conventions do not stipulate different public order provisions.

14.2 Any disputes between the Client and Lorry-Rail are subject to the exclusive competence of the jurisdictions of Lorry-Rail's registered office, whichever party is the claimant. The Client may however be summoned to appear before the jurisdiction of the location where its registered office is located.

14.3 The present agreement is subject to Luxembourg law.

15. FINAL PROVISIONS

Lorry-Rail may set additional special conditions or agree thereto with the Client. These special conditions may not contradict the present General Conditions.

APPENDIX 1

Conditions for storage of Loading Units on the platforms

Version of 20 May 2009

LR- 002

1.

PARKING OF LOADING UNITS ON THE PLATFORMS

The parking of Loading Units on the platforms is strictly reserved for Loading Units using the services of the company Lorry-Rail. Lorry-Rail is therefore not liable for vehicles or their content when they park on the platforms without an agreement having been entered into.

Within the framework of the transportation agreement, the parking period required for the organisation and performance of the operations covers the 24 hours before departure of the train and 24 hours after arrival of the train.

The following indemnities shall be invoiced to the Client if the period required for the operations is exceeded:

- 2 Euros per hour started for the first 24-hour period;
- 45 Euros per additional 24-hour period started.

The end of the period for parking on the platforms is considered to be the time the semi-trailer is removed from the terminal by the Client or its Representative.

Lorry-Rail's liability for loss or damage is limited to the period covering the day of shipping the Loading Unit in accordance with the provisions of article 9 of the General Sales Conditions.

Parking the Loading Unit beyond the agreed shipping date shall be exclusively at the Client's own risk.

Outside this period, Lorry-Rail advises the Client to take out additional insurance.

2.

MOVEMENT OF LOADING UNITS ON THE PLATFORMS

If Loading Units are handed over early or collected late may, it may also be necessary to move them the platforms, at the exclusive risk of the Client, in particular to clear the loading/unloading bays and for them to undergo inspection and verification operations.

The following indemnities shall be invoiced to the Client by Lorry-Rail:

- early handover more than 24 hours before departure of the train: 30 Euros per Loading Unit;
- late collection more than 9 hours after the Loading Unit is made available: 30 Euros per Loading Unit.

3.

OTHER SERVICES

Any other service relating to the Loading Units (for example, supply of fuel for refrigerated Loading Units) must be agreed between the Client and Lorry-Rail and shall be invoiced separately.

The Client shall make the payment on receipt of the invoice for indemnities pursuant to the present article. Lorry-Rail may, where applicable, exercise the right of retention in compliance with the applicable laws and regulations.

5. REMOVAL OF LOADING UNITS THAT HAVE NOT BEEN COLLECTED

Lorry-Rail reserves the right to remove or have removed Loading Units, at the risk of the Client, when prolonged parking on the handling bays is likely to disturb its operations. This right shall be exercised following formal notice, by all means, which remains unanswered after 24 hours. The Client shall be liable for all costs incurred by this type of removal and these shall be due immediately. Any harmful consequences linked to the removal of Loading Units shall be borne exclusively by the Client, which expressly waives the right to make a claim against Lorry Rail for compensation in this respect.

APPENDIX 2

Referencing of Clients and Loading Units

Referencing of Clients, semi-trailers and other Loading
Units for the rail motorway service between
Bettembourg and Le Boulou

Version of 20 May 2009

LR- 002

The purpose of this appendix is to specify the safety undertakings made by the Clients of Lorry-Rail, and the types of road trailers and loads which are suitable for carriage on the Modalohr NA wagons used by Lorry-Rail on the Bettembourg - Le Boulou rail motorway service, in consideration of the access inspection which will be carried out, in order to guarantee an uninterrupted service.

At the time of the first shipment, the vehicle will be referenced at the platform, and its characteristics recorded (mainly semi-trailers and, exceptionally, tractors or rigid lorries).

2. DIMENSIONAL CHARACTERISTICS OF TRAILERS

Modalohr NA wagons allow the transportation of standard semi-trailers, provided that they comply with the characteristics of the European Directive 96/53 and the following restrictions:

- weight less than or equal to 38 tonnes (44 tonnes GCW for combination vehicles);
- weight on kingpin less than or equal to 13 tonnes;
- maximum load for tri-axle load 9 tonnes;
- width less than or equal to 2.60 m (refrigerated or controlled temperature trailers);
- maximum height of 3.97m at the corner when pneumatic suspension system is deflated (which corresponds, for example, to a maximum height of 4.04m (4.00m \pm 1%) at the corner on the road with a deflation height for the pneumatic suspension system of 70mm);
- maximum lengths measured from pivot: 2.05m from front and 12m from rear;
- ground clearance of more than 0.25m in road position;
- kingpin (fifth wheel of tractor) with height between 0.95m and 1.25m;
- landing gear at a distance between 2.05m and 2.65m from the pivot;
- wheelbase (distance between kingpin and central axle of tri-axle) between 5.5m and 9.00m;
- maximum length of 10.3m between the kingpin and final axle;
- maximum length of 4.2m between the kingpin and first axle;
- minimum width between inner tyre flanks of 1.10m;
- overall width at tyre level between 2.50m and 2.55m;
- landing gear must be capable of supporting the uncoupling of the semi-trailer with maximum load. The appropriate setting for the rail gauge will be marked on the landing gear;

1. OBJET

- the trailer must be fitted with an automatic parking brake (indicated on the trailer), or otherwise it must be fitted with a manual brake with a brake system purging valve indicated using an agreed colour;
- the trailer must be fitted with an accessible control mechanism for deflating the pneumatic suspension system, which shall be indicated using an agreed colour.

A weighbridge installed at the site entrance ensure maximum weights are observed and that they are correctly distributed within trailers (weighing of coupled tractor and trailer, with front/rear and left/right distribution).

Likewise, a gauge gantry crane located at the site entrance is used to verify that the trailer (tractor or rigid lorry) does not exceed the rail gauge in terms of its upper body and that its lower body is compatible with the Modalohr NA wagon.

3. EXTERNAL CONDITION OF TRAILERS

In order to avoid operating problems on the line which could lead to some degree of delay in arrival of trains, the external condition of vehicles transport shall be inspected. Clients undertake to comply with the requirements, which shall be verified each time a vehicle enters the loading sites:

- semi-trailers have no apparent defect in particular on the accessories or fittings attached on or under the semi-trailer and there is no liquid leaking from the vehicle's engine compartment or tank;
- tanks and containers have no cracks or apparent defects or leaks;
- domes and valves are correctly locked;
- access ladder and connecting bridge are in road position and correctly secured and locked;
- tear-free tarpaulin sheets are correctly secured and strapped down;
- the merchandise load on a semi-trailer, visible or not, is wedged or secured in order to prevent any lateral or longitudinal movement which would compromise stability on road or the railway;
- transverse load clearance does not exceed 35%; In the event of non-

compliance with these requirements, trailers are refused at the reception area.

The doors of semi-trailer shall not be left open. Furthermore, the Client is liable for any error in the wedging or securing of loads within semi-trailers.

Trailers will only be accepted if the transportation documentation complies with the rules of the profession.

4. RESERVATION CHARACTERISTICS

The Lorry-Rail service is open for reservations from signed up and referenced Clients.

At the time of making the reservation, the major characteristics of loads must be indicated: client reference, registration number of semi-trailer (already referenced or not), total weight of the semi-trailer (tare of the semi-trailer and weight of the load transported).

At the entrance to the terminal, when the weight is checked on the weighbridge, the Client must state the tare of the tractor.

The Client undertakes to ensure that the semi-trailers sent to the transshipment platforms comply with road and rail safety requirements.

Referenced trails will be fitted with a chip (RF-ID type) to ensure they can be identified, particularly those registered in Benelux.

5. TRAILER LOADING PRINCIPLES

Semi-trailers are loaded and then the brakes engaged. Their pneumatic suspension is deflated and the pivot locked.

The semi-trailer may be loaded onto the Wagon using the Customer's road tractor. In this case, the latter must have a control mechanism for deflating the semi-trailer's rear axle suspension system.

The semi-trailer is generally loaded by a tractor provided by the platform or using special machinery; the semi-trailer must have landing gear capable of supporting the load, devices for deflating the pneumatic suspension system and parking brakes.

APPENDIX 3

List of merchandise not permitted on Lorry Rail services

Loading Units containing the following merchandise are not accepted by Lorry-Rail

Live animals

The following dangerous substances:

- ▶ class 1 "Explosives"
- ▶ class 2 "Inflammable gases"
- ▶ class 5.2 "Organic peroxides"
- ▶ class 7 "Radioactive substances"

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