

**General Terms and Conditions of Carriage for Rail Freight Transport  
PKP CARGO INTERNATIONAL a.s.**

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**General Terms and Conditions of Carriage for Rail Freight Transport**  
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**Article 1**  
**General Provisions**

1. These "General Terms and Conditions of Carriage" (hereinafter referred to as the GTC) are issued by the carrier PKP CARGO INTERNATIONAL a.s. (hereinafter referred to as "PKPCI" or "Carrier") to carry out rail transport, and applies to each transport carried out on the basis of a "Contract for the Carriage of Goods" (hereinafter referred to as the "Contract for Carriage") in rail transport concluded between the Carrier and the "Carrier Ordering Party"). Upon the conclusion of the Contract of Carriage, these GTC become an integral part of the Contract of Carriage in the version valid and effective on the date of closing the Contract of Carriage (or an amendment to the Contract of Carriage).
2. PKPCI is authorized to operate non-public rail freight transport on its own behalf on the territories of the Czech Republic, the Slovak Republic and the Republic of Poland and on the territory of Hungary.
3. PKPCI is governed by the basic legal regulation for the carriage of railway vehicle consignments in public rail transport - Government Regulation No. 1/2000 Coll. on the Transport Regulations for Public Rail Freight Transport, as amended (hereinafter referred to as the "Rail Transport Regulations"), provisions of multilateral agreements, e.g. General Contract for the Use of Freight Carriages (AVV).
4. PKPCI is governed in international transport by the Uniform Rules for the Contract for the International

Carriage of Goods by Rail (CIM – Appendix B to the Convention, CUV – Appendix D to the Convention, RID – Appendix C to the Convention), the SMGS Agreement and generally applicable legislation.

**Article 2**  
**Type and Extent of Transport Provided**

1. The Carrier transports railway vehicle consignments and railway vehicles on the basis of the Contract for Transport agreed with the Ordering Party (hereinafter referred to as the "Ordering Party").
2. The Carrier transports railway vehicle consignments in railway vehicles owned or leased or in the railway vehicles of the Ordering Party or a Third Party.
3. If the Holder of the railway vehicle to be used for the carriage as instructed by the Ordering Party is not a party to the General Contract on the Use of Freight Carriages, a separate Contract for the Use of Freight Carriage must be concluded between the Carrier and the Holder before the carriage commences.

**Article 3**  
**Rights and Obligations of the Carrier and the Ordering Party**

1. On the basis of the closed Contract of Carriage, the Carrier undertakes to transport a railway vehicle load or a railway vehicle according to the agreed conditions.
2. The Carrier shall accept the consignment for carriage with the completed accompanying documents and shall confirm its acceptance to the Shipper or the previous Carrier at the place of

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- acceptance specified in the accompanying document.
3. The Carrier is responsible for the activities carried out during the term of the Contract of Carriage by its employees.
  4. The Carrier is entitled to arrange for the performance of part of the carriage with a Third Party. However, the Carrier is solely responsible for the performance of the carriage towards the Ordering Party.
  5. The Carrier is entitled, before accepting the consignment for carriage, to examine its condition, weight and content, the technical condition of the railway vehicle, the completeness and correct completion of the accompanying documents and the compliance of the consignment with the provisions in the Contract of Carriage, but the responsibility remains with the Ordering Party according to the CIM/COTIF or the Railway Transport Regulations.
  6. In the event that the Carrier finds deficiencies according to the previous paragraph of this Article, it shall request the Contracting Authority to arrange for remedies. Once all deficiencies have been corrected, the Carrier will accept the shipment for transportation.
  7. The Carrier shall be liable for damages to the consignment from the moment of its receipt from the Shipper or Third Party until its delivery to the Consignee or Third Party, as the case may be, unless the liability is exempted in accordance with the mandatory regulations for national or international rail transport (e.g. Articles 23 CIM - in particular Articles 2 and 3 and Article 24 CIM)
  8. The Carrier is not responsible for the quality characteristics of the goods transported.
  9. The Ordering Party is fully responsible for the accuracy of the information in the accompanying documents.
  10. In case the Carrier does not carry out the transport in the entire section, the Ordering Party is obliged to inform the Carrier about the previous and subsequent carriers in the entire section of the transport.
  11. The Ordering Party must respect the maximum load limits of the railway vehicles (load measure) and the agreed maximum weight of the railway vehicle consignment.
  12. The Ordering Party is obliged to cooperate with the Carrier during the transport, if requested to do so, e.g. to give binding instructions for handling the transported consignment, updating the transport layout, etc.
  13. The sealing of the railway vehicles must be carried out by the Shipper or a loading company designated by the Shipper. In case of provision of this service through PKPCI, this service will be invoiced to the Ordering Party.
  14. The Ordering Party is obliged to provide and hand over to the Carrier the documents required by Act 353/2003 Coll., as amended, or the relevant regulations in force in Slovakia, Poland and Hungary. The documents required by this Act must be available at the time of the inspection by the customs administration or other competent authorities administering excise duties in the territory of the Czech Republic, Slovakia, Poland or Hungary and cannot be submitted for inspection subsequently. The tax administrator shall seize the

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- products collected and, where appropriate, the means of transport if it finds that they are being transported without documents.
15. Where the transport of the selected products is under a conditional exemption scheme, the consignment must be accompanied by
    - a. a paper copy of the electronic accompanying document or
    - b. a commercial document containing a reference code (ARC).
  16. The Ordering Party shall ensure that the Shipper transmits an electronic shipping document or commercial document containing the reference code (ARC) to the person transporting the selected products. This ARC code may also be entered on the CIM waybill. However, if the entry is incorrect or illegible, it is again an undocumented shipment from the point of view of the customs administration.
  17. In the case of the transport of selected products put into free circulation for tax purposes in another EU Member State, which are transported through the tax territory of the Czech Republic, Slovakia, Poland or Hungary, the consignment must be accompanied by a **Simplified Accompanying Document**.
  18. In the event that the shipment is not a selected product transported conditionally free of excise duty, the Shipper must ensure that the Shipper declares in the CIM Freight List under the heading "Description of Goods" that the documents required by the Excise Act need not be issued in respect of the shipment.
  19. The Ordering Party is obliged to ensure and to provide the Carrier with any additional information arising from other regulations (not mentioned in Point 14) applicable in Slovakia, Poland and Hungary (e.g. tracking of consignments in the SENT system in Poland, etc.) The information required by these laws must be available before the transport begins. In case of failure to provide these data, the Carrier has the right to refuse the shipment.
  20. The Ordering Party cooperates closely with the Carrier in the event of a ZAN.
  21. In the event of a ZAN being declared, PKPCI is the Carrier obliged to inform the Ordering Party of this fact.

Article 4

**The Rights of Contractual Partners  
During and After the Transport**

1. The Ordering Party has the right to request an amendment to the Contract of Carriage if the carriage has not yet been completed and the consignment has not yet been delivered to the Consignee named in the waybill and if this is not prohibited by law.
2. In particular, the following cases may be the subject of a request by the Ordering Party to amend the Contract of Carriage:
  - the termination of the carriage en route
  - return to the place from where the shipment was shipped
  - release of the consignment to a Consignee other than the one named in the waybill
  - the release of the shipment at a destination other than that specified in the waybill.
3. The Carrier undertakes to comply with the Employer's request if the

change to the Contract of Carriage is feasible and the change will not disrupt the Carrier's operations.

4. The Ordering Party undertakes to reimburse the Carrier for the costs incurred as a result of the amendment to the Contract of Carriage.

**Article 5**

**Other Shipping Documents**

1. For the purposes of the Carrier's performance of the Contract of Carriage, other transport documents shall mean all documents necessary for the performance of acts of customs or other governmental authorities.
2. The Ordering Party is responsible for providing all documents necessary for the transport.
3. The Contracting Authority shall be obliged to reimburse the Carrier for damages arising from incompleteness or incorrectness of the information in the submitted documents or information in the submitted documents.
4. If the required documentation is not provided by the Ordering Party, the Carrier has the right to refuse carriage.
5. The Ordering Party is entitled to insure the consignment, of which the Carrier will be informed and provided with a document confirming this fact. This document thus becomes another accompanying document.
6. In the case of transport of particularly valuable goods, the Carrier reserves the right to require the insurance of such shipment and is prepared to provide the Ordering Party with the necessary assistance or even to arrange insurance on behalf of the Ordering Party.

**Article 6**

**Goods Carried Under Special Conditions and Goods Excluded from Carriage**

1. Goods transported under special conditions, goods excluded from transport and consignments which, when transported or stored, are liable by their properties to cause explosion, fire, damage to railway vehicles, railway equipment or other property, as well as injury, poisoning, burning or illness to persons, are considered dangerous. The conditions for their transport are defined:
  - for international transport according to the COTIF Convention in RID,
  - for international carriage in accordance with the SMGS Agreement in Appendix 2 to the SMGS
  - the railway transport rules.
2. The Carrier excludes radioactive substances and explosives from transport.
3. The Carrier carries out the transport of waste in accordance with the applicable legal conditions.

**Article 7**

**Acceptance by the Carrier of the consignment of railway vehicles or empty railway vehicles from the Sender and its release to the Consignee.**

1. The Shipper shall hand over the completed accompanying documents to the Carrier after loading the railway vehicle consignment or after preparing the empty railway vehicle.
2. The Carrier is entitled to inspect the contents of the consignment or the condition of the transported railway vehicle, unless the Contracting Parties have directly agreed on this action in the Contract of Carriage.

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3. The Carrier shall confirm the acceptance of the railway vehicle consignment or empty railway vehicle for carriage by making an entry in the waybill or consignment note and issuing a counterfoil to the Sender.
4. The Carrier shall hand over the carload or empty railway vehicle at the destination to the Consignee who is entered in the consignment note.
5. The Consignee shall confirm receipt of the railway vehicle consignment on the designated part of the accompanying document.

Article 8

**Loading procedure, packing of shipments, labeling of shipments, procedure in case of damage to the shipment.**

1. In principle, the Ordering Party loads the consignment itself, unless otherwise agreed in the Contract of Carriage.
2. In the Contract of Carriage, the Contracting Parties shall agree on a time limit for handling the loads.
3. The Ordering Party is obliged to notify the Carrier of the completion of loading.
4. The Transport Ordering Party is obliged to take such measures that the consignment is secured against theft and damage and that it does not cause damage to another consignment or to the railway vehicle.
5. The Ordering Party is obliged to load the consignment in accordance with the UIC Loading Guidelines, generally binding standards or other agreed rules.
6. If the nature of the consignment so requires, the Ordering Party shall mark the consignment in such a way that it is clear how the consignment

is to be handled and how it is to be stored if necessary.

7. If the transported consignment is damaged in the course of transport, the Carrier is obliged to inform the Transport Ordering Party. The representative of the Carrier shall draw up a report on the detected damage (Commercial Minutes). The Ordering Party shall decide how the Carrier shall further handle the damaged consignment.
8. If the Ordering Party does not notify the Carrier within 24 hours from the notification of damage on how to handle the consignment, the Carrier shall take such measures to prevent further damage to the consignment and shall inform the Ordering Party of the measures taken.

Article 9

**Procedure for Damage to a railway vehicle**

1. The Transport Ordering Party is responsible for ensuring that the loading carried out during the course of the Contract of Carriage are carried out in such a way as to avoid damage to the railway vehicle.
2. However, the Transport Ordering Party shall not be liable under Point 1 of this article for damage to the railway vehicle if the damage is caused by the Carrier during loading or unloading.
3. If the railway vehicle is damaged during the loading, which takes place during the execution of the Contract of Carriage, the Ordering Party shall inform the representative of the Carrier about this fact and the Carrier shall subsequently ensure the drawing up of the "Railway Vehicle Damage Report," which is listed in Appendix 4 of the General Contract on the Use of Freight Carriages.

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4. If the railway vehicle is damaged during transportation, the Carrier shall decide whether the shipment will be transported in the damaged railway vehicle according to the agreed Contract of Carriage. If the transport cannot be completed in the damaged railway vehicle according to the agreed Contract of Carriage, the Carrier shall notify the Ordering Party of the interruption of the performance of the Contract of Carriage and invite it to decide how the Carrier should deal with the consignment.
5. If the Ordering Party does not notify the Carrier within 24 hours of notification of damage to the railway vehicle on how to handle the consignment, the Carrier shall take such measures to prevent damage to the consignment and shall inform the Ordering Party of the measures taken.

Article 10

**The Carrier's Procedure in the Event of a Transport Accident, Fire, Freight Damage or Other Emergency**

1. If in the event of an emergency the transported consignment or the railway vehicle transported as a consignment is damaged, the Carrier is obliged to immediately inform the Ordering Party of the transport.
2. In the event that an extraordinary event occurs during the carriage which the Carrier could not have prevented, the non-performance of the Contract of Carriage shall be considered as force majeure.

Article 11

**Transport Claims, Procedure in Case of Damage or Loss of the Consignment**

1. The Carrier shall be liable for damages to the consignment caused

by damage or loss of the consignment during the period from its receipt to its delivery to the Consignee, unless it proves that it was caused:

- By the Ordering Party, the Shipper or the Consignee
  - specific defects in the goods (e.g. internal deterioration, dwindling)
  - failure to comply with loading regulations
  - circumstances which the Carrier could not have prevented and the consequences of which it could not have averted.
2. Furthermore, the Carrier shall be exempt from liability in the cases provided for in the CIM in the case of carriage within the scope of the COTIF Convention or, where applicable, in the cases provided for in the SMGS Agreement in the case of carriage within the scope of the SMGS Agreement.
  3. In the event of damage or loss of the consignment, claims against the Carrier shall be asserted by the Transport Ordering Party or its authorized person.
  4. The Carrier shall draw up a Commercial Record of the damage or loss of the consignment and shall proceed in accordance with the regulations referred to in Article 1, paragraphs 3 and 4 of these GTC.

Article 12

**Claims Procedure**

1. The rights arising from the carriage of railway vehicle shipments are exercised by the authorized person, i.e. the Ordering Party or the Consignee, or their representatives by means of a claim with the Carrier.
2. Claims must be submitted in writing without undue delay to the Carrier: postal address PKP CARGO

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00 Ostrava.

3. When making a claim, the authorized person is obliged to submit the original of the accompanying documents, or a certified copy thereof, and documents proving the occurrence of damage, including the determination of its amount.
4. The Carrier is obliged to settle the complaint within 30 working days from the date of receipt of the complaint. In case the Carrier has invited the authorized person to submit the missing documents, the deadline for settlement of the claim is calculated from the day when the Carrier received the missing documents. The contact address for claims is [preprava@pkpcargointernational.com](mailto:preprava@pkpcargointernational.com).

Article 13  
**Final Provisions**

1. The terms and conditions agreed by the Contracting Parties in the Contract of Carriage are binding on all Contracting Parties involved in the carriage.
2. If any cases are dealt with in the Contract of Carriage differently from these GTC, the solutions contained in the relevant provisions of the contract are binding for both Contracting Parties.
3. These GTC are published on the Carrier's website.
4. The Carrier reserves the right to amend and supplement these GTC.
5. If these GTC are changed during the performance of the Contract of Carriage, this Contract will be affected only if an amendment containing the change in question is concluded.

6. The Contracting Parties to the Contract of Carriage undertake to treat all data, documents and information communicated to them in connection with the closing of the Contract of Carriage as confidential and not to disclose them to third parties.
7. Any agreements between the Carrier and the Transport Ordering Party which should limit or exclude liability under the Contract of Carriage, determined by binding regulations, e.g. law, international agreements, etc. and proposed by these GTC, are invalid.

Article 14

**List of Abbreviations and  
Symbols Used**

PKPCI	PKP CARGO INTERNATIONAL a.s.
COTIF	Convention concerning International Carriage by Rail (hereinafter referred to as the Convention)
CIM	Uniform Rules for the Contract for the International Carriage of Goods by Rail, Appendix B to the COTIF Convention
CUV	Uniform Rules for the Contract for the Use of Railway Vehicles in International Carriage by Rail, Appendix D to the COTIF Convention
GTC	General Terms and Conditions of Carriage
GCU	General Contract for the Use of Freight Carriages (GCU/AVV)
RID	Regulations for the International Carriage of Dangerous Goods by Rail
SMGS	Agreement concerning International Carriage by Rail (SMGS)
NHM	Harmonized Nomenclature of Goods



Article 15

**Interpretation of Terms**

For the purposes of these General Terms and Conditions of Carriage, the following terms are explained:

**Carrier** – railway transport operator pursuant to the Act on Railways 266/1994 Coll.

**Carriage** – railway vehicles running without their own propulsion on their own wheels on railway tracks

**Original Documents** – collectively, the documents accompanying the railway vehicle consignment or empty railway vehicle during the transport (bill of lading, waybill, consignment note, etc.)

**Transport Ordering Party** – a natural or legal person with whom the Contract of Carriage is concluded and on whose account the carriage of railway vehicle consignments or railway vehicles is carried out

**Shipper** – the natural or legal person named in the accompanying document on whose behalf the consignment is presented for carriage with the relevant accompanying document

**Consignee** – the natural or legal person named in the accompanying document to whom the consignment is addressed according to the accompanying document

**UIC** – an international railway body (railway union) focused on the standardization of international rail transport. Body issuing binding railway regulations and decrees, including the UIC Loading Directive – Code for the loading and securing of freight on vehicles in rail freight transport

**Carriage Consignment** – a consignment of goods tendered for carriage with an accompanying document, which requires at least one separate railway vehicle

**Transportation Obstacle (Delivery Obstacle)** – an obstacle preventing the continuation of the commenced transport or the impossibility of delivery of the consignment at the agreed place

**Load Handling** – loading/unloading of goods to/from the rail car

**Railway Vehicle Holder** – one who makes permanent economic use of the carriage as a means of transport and is listed as such in the vehicle register

**Destination** – the place where the Carrier delivers the consignment after completion of transportation

**Upstream Carrier** – the Carrier handing over the consignment (railway vehicle) at the point of handover to the Downstream Carrier

**Downstream Carrier** – the Carrier taking over the consignment (railway vehicle) at the point of handover from the previous Carrier

**ZAN** – prohibition against loading; a document by which ČD publishes a restriction or stoppage of transport, a prohibition or restriction of loading

**ZAN PKPCI** – prohibition against loading; an internal document by which PKPCI declares a prohibition of loading for a well-defined destination, railway vehicles and Shippers

**RID Consignment** – a consignment consisting of dangerous goods subject to RID; in particular, dangerous goods which, in the course of transport, may cause explosion, fire, damage to wagons, railway equipment or other objects, as well as injury, poisoning, burns, illness of persons or other hazards

**Contract of Carriage** – a contractual relationship concluded between the Carrier and the Ordering Party (hereinafter referred to as the Contracting Parties), on the basis of which the carriage is carried out (Contract of Carriage, Order, Framework Contract)

**Third Party** – a company that is not a Contracting Party involved in the transport (e.g. upstream or downstream carrier, railway vehicle holder, shipper, consignee, freight forwarder, rail operator, mobile workshop, etc.)

**Excluded Product** – a product subject to excise duty under Excise Duty Act No.

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353/2003 Coll. (Council Directive 2008/118/EC concerning the general arrangements for excise duties)

**The Electronic Accompanying Document (e-AD)** – a document from the electronic Excise Movement and Control System (EMCS) used for the transport and tracking of selected products in EU countries and allows the movement of goods between EU member states under the excise duty suspension scheme