

**Termeni si Conditii Generale de Transport (TCG) aplicate de catre S.C. LTE - RAIL ROMANIA S.R.L.,  
companie membră a LTE GRUP, strada Buzesti nr. 75-77, Etaj 7, Birou nr. 43, RO 011013, Sector 1, Bucuresti.**

- Acronym LTE RO, UIC code 3352
- TCG ai LTE RO, versiune cu valabilitate din 2016-06-06

**1. SCOP**

- 1.1 LTE RO furnizeaza servicii de transport conform Termenilor si Conditiiilor Generale descrise prin prezentul document, (prescurtat denumite TCG).
- 1.2 TCG sunt inaplicabile Clientilor si pot fi aplicate doar atunci cand LTE RO agreeaza in forma scrisa, catre Clienti prin ofertele transmise sa contractual, impreuna cu Clientii, aplicarea acestora.
- 1.3 Daca LTE RO si Clientii stabilesc de comun accord, contractual, un anumit articol sau subarticol din cadrul TCG, TCG va fi aplicat doar prin exact acel articol sau subarticol, ce a fost nominalizat prin contractul semant de catre ambele parti.
- 1.4 Pentru tranzactiile efectuate de catre companii de tip Forwarder, TCG ale LTE RO, nu pot fi aplicate de catre aceste companii, catre Clientii lor sau Clientii finali ai acestora.

**2. DISPOZITII LEGISLATIVE APLICABILE**

- 2.1 În ceea ce priveste utilizarea vagoanelor in trafic feroviar, se aplica "Contractul Uniform de utilizare a Vagoanelor", CUU. In cazul incare Clientul pune la dispozitie vagoane, ce au un Detinător ce nu este inscris in cadrul CUU, Clientul, in afara sau indiferent de obligatiile sale contractuale cu privire la vagoanele in cauza, va prelua automat toate obligatiile si datoriile unui Detinator, in termenii si legislatia stabilita prin CUU.
- 2.2 Vagoanele tractate de catre LTE RO trebuie sa aiba alocata o "Entitate Responsabila cu Intretinerea" (ERI) in concordanta cu directive 2004/49/UE si modificarile periodice ale acesteia. Vagoanele trebuie sa fie in concordanta cu "Regulamentul de utilizare in trafic International a Vagoanelor" (RIV), iar datele limita de efectuare a reviziilor, nu trebuie sa fie depasite.
- 2.3 Se aplica dispozitiile privind transportul marfurilor periculoase (RID).
- 2.4 În ceea ce priveste furnizarea de servicii logistice (achizitia de marfuri, servicii logistice, contracte logistice si în special, posibile servicii furnizate prin transport rutier de marfuri), in cadrul sau additional la CUU, LTE RO aplica "Regulamentul Transporturilor rutiere de marfuri".

**3. Modalitate de validare a modificarilor contractuale sau ale TCG**

- 3.1 Pentru recunoastrea de catre Parti si aplicarea efectiva a schimbarilor aduse acestor TCG sau a altor articole prevazute prin contracte deja incheiate, respectivele schimbari se vor evidentia si lua in considerare numai daca sunt stipulate intr-o forma scrisa si agreeata de catre Parti.
- 3.2 Aceeasi modalitate de recunoastere si aplicare stipulate la pct. 3.1. se aplica si la modificarile contractelor deja semnate.

**4. Ofertarea si transmiterea/acceptarea comenzilor de transport:**

- 4.1 Ofertele LTE RO sunt intotdeauna supuse schimbarii, avand o valabilitate nu mai mare de 30 de zile de la data transmiterii prin e-mail sau prin Curier.
- 4.2 Daca Clientul doreste sa incheie un contract sau sa accepte conditiile oferite de catre LTE in baza ofertei deja transmise de catre LTE RO, LTE RO poate sa concluzioneze un scurt contract conform punct 4.3 de mai jos, in baza ofertei deja acceptate de catre Client.
- 4.3 Acceptarea comnezii de transport de catre LTE RO, este considerata ca fiind oficiala, atunci cand LTE RO transmite mesajul in forma scrisa, "comanda acceptata", aceasta trebuind sa contina numarul de cotatie sau data acesteia, transmis Clientului, prin oferta anterior transmisa de catre LTE RO.

**5. Preturi servicii ce nu sunt incluse automat in ofertele initiale**

- 5.1 Daca nu este stipulat in cadrul ofertei initiale altfel, atunci preturile serviciilor de mai jos, nu vor fi incluse in oferta initiala:
  - ✓ Servicii vamale si taxe vamale.
  - ✓ Costuri pentru chiria, mentenanta si reparatia accidentala a vagoanelor puse la dispozitie de catre Client.
  - ✓ Incarcare, transbordare, transpunere, reancarare si descarcare vagoane.
  - ✓ Manevra feroviara pentru incarcare, descarcare, repositionare vagoane, cantarire vagoane sau reparatii vagoane.
  - ✓ Supervizarea si monitorizarea trenurilor dupa ce vagoanele sunt predate catre o terta entitate de transport sau operare vagoane.
- 5.2 LTE RO va putea de asemenea, daca va fi considerat necesar de catre LTE RO, in concordanta cu capacitatea sale libere de transport, sa realizeze extra servicii ce nu sunt acoperite de oferta de transport dar solicitate ulterior de catre Client. Se vor tarifa extra serviciile de mai sus, in concordanta cu cerintele solicitate ulterior de catre Client. De exemplu, tariful de asteptare aplicat locomotivei, atunci cand trenurile sunt operate la incarcare sau la descarcare daca Clientul solicita ca locomotivele sa astepte finalizarea acestor operatii si implicit expedierea imediata a trenurilor dupa ce acestea au fost operate (incracrae/descracrae/cantarire, etc).

**6. Anularea trenurilor si tarifele de anulare ale trenurilor initial comandate de catre Client**

- 6.1 In cazul in care serviciile de transport ale LTE RO nu sunt realizate ca urmare a unor motive care tin in mod direct sau indirect de responsabilitatea Clientului sau a partenerilor sai, LTE RO poate sa emita tarife de anulare a transporturilor solicitate de catre Client si nerealizate din motive enumerate mai sus.
- 6.2 Pentru toate transporturile feroviare, tarifele de anulare depend in mod direct de perioadele in cadrul carora, Clientul transmite anularea trenurilor si de pretul de transport deja fixat prin contract sau prin oferta de transport:
  - ✓ Cu mai mult de 7 zile calendaristice (mai mult de 168 de ore inainte de expedierea trenurilor): tariff de anulare, 30% din pretul oferat;
  - ✓ Cu mai putin de 7 zile calendaristice (mai putin de 168 de ore inainte de expediere): tariff de anulare, 50% din pretul oferat;
  - ✓ Cu mai putin de 48 de ore inainte de expediere hours: tariff de anulare, 80% din pretul oferat;

**7. Obligatiile Clientului**

- 7.1 Clientul se obliga sa furnizeze fara a fi instiintat in mod special de catre LTE RO, toate documentele si toate datele tehnice si comerciale, necesare unei bune planificari de transport si de asemena se considera faptul ca, Clientul trebuie si este obligat sa informeze LTE RO, in ceea ce priveste toate datele sau circumstantele relevante pentru efectuarea transporturilor solicitate de catre Client, catre LTE RO. Aceasi organizare se aplica si in ceea ce priveste transmiterea intocmai si la timp a documentelor de transport si respectiv a datelor tehnice sau comerciale necesare si documentate. In particular, Clientul trebuie sa se asigure despre faptul ca:
  - ✓ Toate documentele necesare, precum Scrsioarea de Trasura (CIM/SMGS, etc), documentele vamale daca este cazul, indeplinesc si sunt intocmite conform legislatiei in vigoare. Clientul va despagubi neconditionat LTE RO, pentru eventuale pagube cauzate ca urmare a unor documente transmise intarziat sau emise neconform de catre Client sau partenerii Clientului.
  - ✓ Orice deviatie de la perioadele de timp discutate si agreeate, trebui adusa la cunostinta LTE RO, imediat ce este observata de catre Client.
- 7.2 Daca sunt necesare servicii aditionale, ca urmare a unor circumstante situate in raza de influenta a Clientului sau altfel spus, sub directa sau indirecta responsabilitate a Clientului, costurile aditionale vor fi facturate de catre LTE RO si acceptate la plata de catre Client, precum si acele costuri aditionale conform pct. 5.2.

## 8. Preturi

8.1 Preturile sunt fixate prin fiecare oferta ce precede acceptarea de comanda, conform pct 4. Daca totusi ambele Parti, nu au stabilit deja un pret pana la finalizarea transportului, atunci acesta este calculat si facturat, conform avctivitatii desfasurate si conform preturilor de piata pentru acest tip de serviciu.

8.2 Preturile sau orice alte tarife nu contin TVA.

8.3 Toate serviciile (contractele de transport) ce se deruleaza pentru un Client pe perioade mai mari de 12 luni (perioada masurata intre prima si ultima comanda acceptata si efectuata de catre LTE RO) devin subiectul unei clauze de indexare a preturilor si exclud reduceri sau discount-ri. Fluctuatia preturilor va fi redefinita la fiecare modificare/ajustare, rediscutare a preturilor, incepand cu primul pret si in functie de influenta fluctuatiei. Toate modificarile/ajustarile vor fi rotunjite la o zecimala..

8.4 Taxele achitate de catre LTE RO sau generarea de costuri suplimentare dupa finalizarea transporturilor, indreptatesc LTE RO sa efectueze o modificare/ajustare a preturilor de transport prin calcularea unor costuri aditionale transportului efectiv realizat. Cererea de modificare/ajustare a preturilor de transport poate fi realizata de catre LTE RO, in conformitate cu legislatia in vigoare.

8.5 Pentru schimbarea planificarii resurselor se aplica de asemena punct 8.4, in concordana.

8.6 Daca modificarea/ajustarea preturilor nu este solicitata la momentul oportun de catre LTE RO, acest lucru nu va constitui o renuntare la costurile suplimentare generate si in cauza, acestea din urma putand fi facturate si ulterior, Clientul fiind de accord cu acest aspect si recunoaste costurile suplimentare de transport ale LTE RO, la plata acestora.

## 9. Facturare, plata, acceptare la plata

9.1 Facturile au termen de plata standard, 14 zile Calendaristice de la efectuarea transportului. LTE RO poate factura o penalitate la plata de 0,06% pe zi pentru neplata la termen a facturilor.

9.2 Pentru fiecare notificare de neplata, o taxa de EUR 50,- va fi perceputa additional aceasta fiind necesara pentru plata serviciilor de tip Legal.

9.3 Platile se realizeaza in valoare de 100% in conturile LTE RO, toate comisiunile bancare, fiind in sarcina Platorului.

Bank: UniCredit Bank, Grigore Mora - Sucursala, Bucuresti, RO

CIF/VAT No: RO 32647464

IBAN: RO07 BACX 0000 0009 6667 6001 → RON

IBAN: RO77 BACX 0000 0009 6667 6002 → EUR

BIC/SWIFT Code: BACXROBU

9.4 Reclamatiiile cu privire la modul de facturare pot fi transmise in maxim 1 saptamana dupa primirea prin e-mail sau prin Posta a facturilor, la [info.ro@lte-group.eu](mailto:info.ro@lte-group.eu), in caz contrar, acestea nu mai pot fi acceptate de catre LTE RO.

9.5 LTE RO iar Clientul recnoaste acest drept, sa intrerupa transporturile si toate serviciile pana cand toate sumele datorate sunt achitate de catre Client sau Garantate de catre acesta prin documente bancare avalizate de catre Banca.

## 10. Raspunderi ale LTE RO si aria de responsabilitate

10.1 Raspunderea LTE RO este limitata pana la daune demonstrate a fi fost realizare cu intentie sau ca urmare a unui comportament de neglijenta majora, in efectuarea serviciilor.

10.2 Raspunderile sunt excluse in cazul in care sunt generate pagube indirecte cum ar fi pierderea profitabilitatii, daune consecvente si pretense de catre Terti impotriva Clientilor LTE RO, in masura in care fiecare dintre aceste datorii nu sunt obligatorii. In mod special, LTE RO nu este responsabila pentru intarzieri si daune cauzate de intarzieri, atata timp cat acestea nu sunt specificate in scris implicit in ceea ce priveste penalitatile datorate prin intarzieri.

10.3 Limitele maxime ale raspunserilor sunt, atata timp cat nu se prevede altcumva impreuna cu Clientul sau atat timp cat legea impune alte valori, astfel:

- ✓ Pentru trafic intern, in Romania, conform legislatiei din Roania;
- ✓ Pentru transport international 17 SDR pe Kg brut, (Anexa B la CIM si in concordanta cu COTIF, BGBI. Nr. 225/1985, asa cum a fost modificat prin protocolul 3.6. 1999, BGBI. III Nr. 122/2006);
- ✓ Si in orice caz, independent de cele de mai sus, pana la EUR 1.000.000,-- pe tren/transport.

10.4 Cererile pentru orice fel de daune – interese (in special pentru daune) se transmit in forma scrisa in maxim 6 luni de la producerea evenimentului ce a generat respectivele pierderi.

## 11. Clauza de confidentialitate

11.1 Clientul se obliga sa pastreze in integralitatea lor, confidentialitatea continutului ofertelor transmise de catre LTE RO si a serviciilor efectuate de catre LTE RO.

11.2 Transferul oricaror informatii despre procedurile operationale ale LTE RO, material rulant, este permis doar in masura in care, este necesar in cadrul proceselor de management si corelare a proceselor de efectuare a serviciilor.

11.3 Clientul se obliga sa nu angajeze nici un actual angajat al LTE RO, decat dupa un an de la terminarea respectivului contract de transport, in caz contrar Clientul trebuie sa plateasca o penalitate egala cu valoarea unui salariu anual a respectivului angajat (ultima valoare a salariului cu toate taxele incluse (angajat+angajator), inainte ca angajatul sa lucreze pentru Clienti se va lua in calcul x 12 luni).

## 12. Legea aplicabila

12.1 In cazul in care una sau mai multe articole din cadrul TCG, devin neaplicabile acest aspect nu va transforma intregul document TCG in a fi inaplicabil. In fapt, Partile vor inlocui articolele inaplicabile. Aceasi intelegere se aplica si pentru cauze similar inscrite in contracte deja semnate de catre Parti.

12.2 Orice neantelegeri generate de catre prezentul TCG sau contracte semnate, vor fi intai discutate si clarificate pe cale amiabila de catre Parti. Doar in cazul in care negocierile nu ajung la rezultate agreeate de catre ambele Parti, Partile se vor adresa instantelor e judecata competente.

12.3 Bucuresti, Romania, se agreeaza de catre Parti, ca fiind singurul loc pentru solutionarea cauzelor in Justitie.

**General Terms and Conditions (GTC) of S.C. LTE - RAIL ROMANIA S.R.L., member of LTE GROUP,  
75-77 Buzești Street, 7<sup>th</sup> Floor, 43<sup>rd</sup> Office, RO 011013, Bucharest 1.**

- Acronym LTE RO, UIC code 3352
- GTC of LTE RO, version dated 2016-06-06

**1. Scope**

- 1.1 LTE RO provides its services exclusively according to the following Terms and Conditions (hereinafter also "GTC").
- 1.2 General Terms and Conditions of the Client are inapplicable and shall apply only if LTE RO agrees to them specifically and in writing form, implied consent is excluded.
- 1.3 If LTE RO and the Client conclude a contract at a later point, the GTC will be displaced (only) as far as they differ from the contract.
- 1.4 For possible consumer transactions, the GTC are not applicable.

**2. Applicable provisions**

- 2.1 Concerning the handling of wagons, the 'General Contract of Use for Wagons', GCU, is applicable. In case the Client provides wagons whose keeper has not joined the GCU, the Client will, apart from his other contractual obligations, take over all duties and liabilities of a 'keeper' in terms of the GCU.
- 2.2 Wagons to be transported by LTE RO must have an 'entity in charge of maintenance' in compliance with directive 2004/49/EG, as periodically amended. They have to be in accordance with the RIV (International Wagon Regulations), and the revision time must not be transgressed.
- 2.3 The provisions for the Transport of hazardous goods by rail (RID).
- 2.4 Concerning the provision of logistic services (procurement of transportation and freight, contract logistics, especially possible services rendered by trucks), subsidiary and additional to the GTC of LTE RO, the "ALGEMENE VOORWAARDEN VAN DE FENEX", in its current version is applicable.

**3. Written form clause**

- 3.1 For their effectiveness, changes of or amendments to these general terms and conditions, as well as of any agreements based on them, and any supplementary stipulations, must be in writing.
- 3.2 The same applies for the written form clause itself.

**4. Offers, and placing of orders**

- 4.1 LTE RO's offers are always subject to change (request for relief of an offer).
- 4.2 After the Client bindingly explains his will to conclude an agreement based on an offer as described above, the offer may be accepted if LTE RO confirms the agreement as stated in Pt 4.3.
- 4.3 The binding acceptance by LTE RO, it is conducted by transmission of a written "order confirmation" (possibly also in German: "Auftragsbestätigung"), which has to contain the quotation number from the preceding offer.

**5. Not included performances**

- 5.1 If not explicitly otherwise agreed, the following performances are not included in our offers:
- ✓ Customs clearance
  - ✓ Costs for rent and maintenance of wagons
  - ✓ Loading, transshipping/reloading and unloading of wagons
  - ✓ Shunting in railway sidings: Railway trains will generally be accepted by LTE RO, only under overhead traction wire.
  - ✓ Supervision of trains outside our own management (monitoring and provision of information about the movement of trains after handing over the train to a third party).
- 5.2 LTE RO will, if necessary and possible (depending on free capacities), also render performances not covered by the offer but ordered by the Client. We may charge a payment customary for our performance and the industry if the Client are asking for additional railway transport services for example, a tariff applicable for loco waiting time when the wagons are loading or/end unloading, if the Client are asking for waiting of loco until the train it is operated.

**6. Cancellation, dispense of performances**

- 6.1 In the case that performances by LTE RO remain undone due to reasons the Client is responsible for, LTE RO may invoice flat cancellation fees.
- 6.2 For all railway transports, the cancellation fees depend on the period within which LTE RO gets notification of the cancellation, and the price of the performance:
- ✓ more than 7 calendar days (more than 168 h before departure): 30% of the offered price
  - ✓ less than 7 calendar days (less than 168 h before departure): 50% of the offered price
  - ✓ less than 48 hours: 80% of the offered price

**7. Obligations of the Client**

- 7.1 The Client is responsible to provide, also without special request by LTE RO, all documentation and data which is necessary for proper handling of the arranged transports, as well as he is obliged to inform LTE RO about any circumstances which might be relevant for those transports. The same applies for documentation, data and information which are occurring later on during the performance. In particular the client has to ensure that:
- ✓ All required documents as the Transport Letter (CIM), especially customs documents, comply with statutory requirements. The client shall indemnify and hold harmless LTE from the noncompliance to this clause.
  - ✓ Any deviations from the agreed time frame must be reported to LTE RO by the Client as soon as identifiable, respectively immediately after notice.
- 7.2 If additional services are necessary due to circumstances in the Client's range of responsibility the additional costs will be passed on to the Client, own services by LTE RO in accordance with the prices of Pt 5.2.

**8. Prices**

- 8.1 Prices are set forth in each "order confirmation", respectively the preceding offer (see Pt 4). If both do not contain a price, a payment customary for this performance and industry will be invoiced.
- 8.2 Prices and other fees are always net prices and do not include applicable VAT.
- 8.3 All services (transport agreements) with a duration of more than 12 months (period between first and last performance) are subject to an indexation clause, excluding price reduction. This fluctuation range will be redefined after each price adjustment, starting from the first rate beyond the fluctuation range. All adjustment rates will be rounded to one decimal.
- 8.4 Changes or the introduction of consumption taxes and dues after the conclusion of a transport agreement entitle LTE RO to a price adjustment to the extent of the additional costs arising for LTE RO. The claim for price adjustment can be made beginning from the point of effectivity of the constitutive amendment of law.
- 8.5 For equipment changes based on mandatory provisions Pt 8.4 applies accordingly.

8.6 If price adjustments or the indexation clause are not claimed promptly, this does not constitute a waiver; instead the missing amount will be charged subsequently.

#### **9. Invoicing, payment, default or payment**

9.1 Invoices are due within 14 calendar days, LTE RO may charge interest in arrears of 5% p.a. above the respective 12 month EURIBOR.

9.2 For each reminder a fee of EUR 50,- will be charged in addition to all costs which are necessary for appropriate legal action.

9.3 Payments are to be made without any deductions to our account:

Bank: UniCredit Bank, Grigore Mora Branch, Bucharest, RO

CIF/VAT No: RO 32647464

IBAN: RO07 BACX 0000 0009 6667 6001 → RON

IBAN: RO77 BACX 0000 0009 6667 6002 → EUR

BIC/SWIFT Code: BACXROBU

9.4 Complaints against our invoices must be made in writing within maximum 1 week upon receipt even by post or by e-mail (info.ro@lte-group.eu); otherwise they are deemed accepted.

9.5 Setoff and retention against claims of LTE RO is excluded, except for undisputed or determined claims of the customer.

9.6 LTE RO is entitled to suspend all further services and performances until all due invoices for our performances are balanced, or at least guaranteed.

#### **10. Liability and defects liability**

10.1 The liability of LTE RO is restricted to willful intent and gross negligent conduct.

10.2 Liability is excluded for indirect damages, loss of profit, consequential damages and claims of third parties against the Client, in so far as each of those liabilities are not mandatory. Especially, LTE RO is not liable for delays and damages resulting from delays, as long as there is no specific written agreement about penalties for delays, or the liability for delays in general.

10.3 The maximum limit of liability is, unless there are no agreed or legally permitted lower liability limits (which would otherwise apply in priority),

- ✓ within the Romanian legislation for domestic traffic
- ✓ for international transports 17 SDR per kg of gross weight (the Annex B at CIM and according with COTIF, BGBI. Nr. 225/1985, as was updated with the Protocol 3.6. 1999, BGBI. III Nr. 122/2006),
- ✓ and in any case independent from those EUR 1.000.000,-- per train/trip

10.4 Claims for any kinds of compensations (especially for damages) must be made within six months upon notice by the Client after the event causing the claim, anyway by 3 years from occurrence of the (primary) damage, unless there are no mandatory statutory deadlines.

#### **11. Confidentiality agreement, non-solicitation clause**

11.1 The Client has to keep confidential all offers and affiliated agreements in regards to LTE RO's rail services.

11.2 The transfer of any information about operational procedures, vehicles or other operational specific features is only permitted, in so far as it is necessary for proper operational management, to administer serious interests or claims, or for fulfilling statutory obligations.

11.3 The Client is obliged not to employ anyone from LTE RO's staff for the duration of one year after the ending of the contractual relationship in his organization or in associated organizations; otherwise he is committed to a penalty of one annual salary of the respective employee (the most recent).

#### **12. Applicable law, place of jurisdiction**

12.1 In the event that one or several provisions of these GTC prove or become ineffective, this will not render the based on agreement ineffective. In fact, the Parties will replace the ineffective provision of the GTC, with an effective one, that reflects the intended economic purpose of the ineffective provision as closely as possible. The same applies in case of contractual gaps.

12.2 Any disputes arising as a result of or in connection with agreements under these GTC or relating to their validity are governed by Romanian commercial law and by the Railway Romanian technical legislation, excluding CISG. Foreign law will only be considered upon specific written agreement.

12.3 Bucharest, Romania, has been agreed as the exclusive place of jurisdiction, excluding all other jurisdictions.