

General Terms and Conditions for the Services Provision of the Antwerp-North Marshalling Yard

0. Definitions

- Shunting Plan: the operational planning of the wagons to be handled by the user operator between the arriving and departing trains based on the orders and the Capacity Plan
- Audit Committee: the Audit Committee as referred to under appendix E.4.2 of the "General Conditions for the use of the Antwerp-North marshalling yard for marshalling services offered to third parties" of Infrabel's Network Statement
- ATTI: Agreement on freight Train Transfer Inspections
- NSM: Neutral Services Manager, i.e. Lineas in these General Terms and Conditions. The NSM ('BND' in Dutch) is the division of Lineas that provides this service and refers to the "User-Operator" as referred to under appendix E.4.2 of the "General Conditions for the use of the Antwerp-North marshalling yard for marshalling services offered to third parties" of Infrabel's Network Statement
- Capacity Plan: overview for one working timetable period of incoming and departing trains for hump yard services
- GCU: General Contract of Use of wagons
- Dangerous Goods: all goods falling under the definition of "dangerous goods" of the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), Appendix C to COTIF
- humping: pushing wagons over the hump (man-made hill)
- Yard: the Antwerp-North (AN) marshalling yard, consisting of two sub-yards (firstly, the C-yard: 'bundle' C1 + 'bundle' C2 + intermediate hump and secondly, the B-yard: 'bundle' B1 + 'bundle' B2 + intermediate hump), including the equipment of these 'bundles' and humps
- RU Customer: Railway Undertaking booking marshalling capacity for humping services
- ST: Short term
- LT: Long term
- Network Statement: the document provided in Article 3, 22 of the Belgian Railway Code ('Spoorcodex' in Dutch)
- order: order for humping service relating to one or more specific wagon numbers to be humped (consignment note)
- Directive 2012/34/EU: Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast) Text with EEA relevance
- RU: Railway Undertaking
- Belgian Railway Code ('Spoorcodex' in Dutch): Law of 30 August 2013 containing the Railway Code
- Marshalling Capacity: allocation of rail capacity for arriving and departing bundles of the humps
- Marshalling Services: simple hilling and/or sequencing and/or order picking
- Traincode: internal train reference RU Customer for requesting Marshalling Capacity (if the train number is not yet known)
- Implementing Regulation 2017/2177: Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services

1. General information

1.1. Introduction

- These General Terms and Conditions ("GTC") describe the general terms and conditions of the neutral provision of services of the Antwerp-North marshalling yard (the Yard).
- Infrabel offers access to the services facility to the RUs (including the NSM) in accordance with the Implementing Regulation 2017/2177.
- The NSM manages humping services for all RUs requesting it (see point 2), in accordance with the Implementing Regulation 2017/2177 and [appendix E.4.2 of the Infrabel Network](#)

Statement. According to the Implementing Regulation 2017/2177, the NSM must grant the right of access to service facilities under fair, non-discriminatory and transparent conditions and provide the relevant services accordingly. Appendix E.4.2 of the Infrabel Network Statement describes the conditions for the user-operator to use the Yard with an aim to offering services to third parties.

- Self-supply of services is also possible under the conditions described in Appendix E.4.1 of the Infrabel Network Statement
- These GTC describe the commercial conditions (services and pricing), the operational rules (planning and production), the IT/data exchange as well as the legal aspects of the neutral service provision.

1.2. Operator of the service

- The Belgian infrastructure manager, Infrabel, is the owner of the Yard (Antwerp-North marshalling yard) and the operator of the service facility.
- Infrabel is the only party that can grant access to the Yard (Antwerp-North marshalling yard).
- Infrabel manages the signalling, braking system and operation of the switches (correct shunting track). Infrabel is also responsible for the operational availability and maintenance of the humping infrastructure (see also point 3).
- The NSM, as user operator, is responsible for offering and performing the humping services described in point 2.

1.3. Period of validity and update process

- To benefit from the humping services, the RU Customer must accept the confirmed Marshalling Capacity via the booking template (available on-line <https://lineas.net/en/our-solutions/neutral-hill-services>) and must accept these GTC. However, this is not a condition for requesting the Marshalling Capacity by the RU Customer. These GTC are considered accepted by the RU Customer as soon as (i) the RU Customer accepts the Marshalling Capacity confirmed by the NSM or (ii) the Marshalling Capacity confirmed by the NSM is used by the RU Customer and the humping services are provided by the NSM.
- These GTC will be updated when necessary. The Customers RU that have booked humping services in the past will be informed of this by email.

2. Services

2.1. Neutral Services Manager as Partner

- The NSM treats the wagons of RU Customers as a Partner (and not as a contractor/subcontractor) in order to ensure a comprehensive service that relieves the RU Customers of all concerns. In other words:
 - The NSM takes over the wagons and handles them under its certificate as a RU.
 - The RU Customer transfers the wagons immobilised by air brake. For fewer than 10 wagons, one handbrake must be applied as standard; for more than 10 wagons, it is permitted to apply one handbrake. The handbrake applied must be the one nearest to the hump. The use of wheel chocks to immobilise wagons to be humped is prohibited in bundle B1 and bundle C1. The immobilisation measures taken must be stated on the agreed document for the train handover (see Operational Agreement).
 - Wagons are taken over in confidence with random entry checks in accordance with the ATTI in preparation for humping under the following conditions:
 - The RU Customer (or its RU subcontractor(s)) is/are liable for all damage present prior to humping and therefore liable for settling any claims by the wagon keeper and any other entitled parties.
 - In case of damages, the NSM always operates in accordance with GCU regulations, from the determination of the damage up to and including the settlement of the damage vis-à-vis the wagon keeper.

- Without prejudice to the provisions of GCU, the RU Customer (and its RU subcontractor(s)) shall hold harmless the NSM as a service provider from all established damages and consequential damages to the wagons linked to the hump Yard infrastructure (such as faulty maintenance, system failure, faulty management).
 - The RU Customer (or its RU subcontractor(s)) is/are liable if the conditions in points 5.1 and 5.2 are not met.
 - Takeover is accepted on the condition that no damage has been established by random entry checks in accordance with the GCU and the ATTI. Failing this, the takeover will be refused.
 - Takeover will also be refused if there is a reasonable suspicion of breach of duty in accordance with points 5.1 and 5.2 and the GCU and the ATTI.
 - Upon delivery by the NSM to the RU Customer:
 - of an uninspected group of wagons: the wagons are pushed together and transferred with the wheel chock under the first axle and the last wagon immobilised by airbrake;
 - of an inspected group of wagons: the wagons are pushed together, inspected and transferred with the applied immobilisation mentioned on the train transfer document.
- The NSM personnel assigned do not need to be individually certified per RU (as in the case of contractor/subcontractor).

2.2. Humping services (in accordance with Services, Annex II.1-2, Directive 2012/34/EU)

- The "SIMPLE HILLING" service comprises the following activities performed by the NSM:
 - Administrative acceptance (see point 5.4) of all agreed data for the operational humping and software processing of incoming trains;
 - Creation of a production order;
 - Activities for taking over the wagon (see point 2.1);
 - Half-uncoupling of wagons, pushing them over the hump and shunting them to the correct track: Operational humping (hump shunting locomotive, shunting driver, ground operators and the NSM "stokman");
 - Formation of trains: Shunting together and double-coupling (not included: brake tests and pre-departure inspection, but this can be provided as an additional service by the NSM for additional fees); and
 - Delivery of the wagon to the RU Customer (digitally).
- The "SEQUENCING" service comprises the following activities performed by the NSM:
 - Administrative acceptance (see point 5.4) of all agreed data for the operational humping and software processing of incoming trains;
 - Creation of a production order stating the position of the wagons in the departure train (maximum of 4 classifications by train). For the procedure allocating the slots for sequencing, see point 6.6;
 - Activities for taking over the wagon (see point 2.1);
 - Half-uncoupling of wagons, pushing them over the hump and shunting them to the correct track: Operational humping (hump shunting locomotive, shunting driver, ground operators and the NSM "stokman");
 - Directing the wagons from the hump to the sequencing tracks;
 - In a predetermined slot for sequencing, the fixing of the sequencing tracks and the humping of the sequencing track, so that the wagon(s) is or are arranged in the correct position in the departure train;
 - Formation of trains: Shunting together and double-coupling (not included: brake tests and pre-departure inspection, but this can be provided as an additional service by the NSM for additional fees); and
 - Delivery of the wagon to the RU Customer (digitally).
- The "PICKING" service includes the following activities performed by the NSM:
 - Administrative acceptance (see point 5.4) of all agreed data for the operational humping and software processing of incoming trains;

- Creation of a production order stating the picking track. For the procedure allocating slots & track capacity for picking, see point 6.7;
- Activities for taking over the wagon (see point 2.1);
- Half-uncoupling wagons, shunting them up the hump and nudging them over to the correct track: Operational humping (humping locomotive, shunting driver, ground operators and the NSM switch man);
- Humping the wagons to the picking tracks;
- Receipt of a picking order stating the departure track;
- In a predetermined slot for picking, the fixing of the picking tracks and the humping of the picking track, so that the wagon(s) is or are arranged in the correct position in the departure train;
- Formation of trains: Shunting together and double-coupling (not included: brake tests and pre-departure inspection, but this can be provided as an additional service by the NSM for additional fees); and
- Delivery of the wagon to the RU Customer (digitally).
- Combinations of these three services are possible for wagons of a specific arrival train or departure train.
- For a wagon, the picking service may or may not be combined with the sequencing service.

2.3. Service level

- The NSM undertakes that a wagon arriving on time and with correct administrative order will be delivered in line with the Shunting Plan (for drawing up the Shunting Plan, see point 6.1):
 - In full:
 - the right wagons in the right departure train or picking track (= correct humping); and
 - in the correct order in case of sequencing.
 - On time: ready for departure in good time according to the Shunting Plan (= humping and formation completed; inspection and brake test are not included, see point 2.2).
 - In order: wagons in the correct section in the departure train (only in case of sequencing).
- Indicative duration of various steps (without inspection or brake test):
 - Arrival & semi-decoupling: Average 1 hour.
 - Humping: Average 30 minutes.
 - Formation (pneumatic and mechanical coupling in such a way that the buffers touch each other or are slightly compressed - during the formation, a superficial check is made of any damage to the wagon and visible load caused by humping): Average 40 minutes.
 - Sorting out sequencing or picking track: Average 30 minutes fixing, 30 minutes transfer to arrival bundle and 30 minutes humping.
- The planned completion time is determined in the Shunting Plan; the actual completion time depends on the timely arrival of the train.
- The NSM is not responsible for any delay attributable to the RU Customer (or its RU subcontractor(s)), a third party or an event beyond its control.

2.4. Additional/ancillary services (in accordance with Additional/Ancillary Services, Annex II.3-4, Directive 2012/34/EU)

- Train formation:
 - Brake tests.
 - Technical inspection of trains before departure by the NSM authorised personnel.
 - Inspection by authorised personnel of the RU Customer (or its RU subcontractor(s)) is possible, taking into account the agreed time slot (on condition that the train leaves within 30 minutes of the scheduled departure time). In the event of deviations (e.g. M10), the NSM must be contacted without delay so that it can act in real time (see point 13.5 [contact details](#)).

- Price according to VAS catalogue (<https://lineas.net/en/document-library>).

3. Description of the service provision

3.1. List and name of all yards

[Infrabel Network Statement. Annex E.4.1 point 3 Description of service provision](#)

3.2. Name of Yard

Antwerp-North marshalling yard.

3.3. Location

[Infrabel Network Statement. Annex E.4.1 - Description of service provision "Antwerp-North marshalling yard"](#)

3.4. Opening hours

1. Opening hours of the marshalling yard (except for works):
 - o Yard B open from Monday 6:00 a.m. to Saturday 2:00 p.m.
 - o Yard C open from Sunday 2:00 p.m. to Saturday 2:00 p.m.
2. Station opening hours (except for works):
 - o Bundles B1, B3, C1 and D permanently accessible
 - o Bundle B2 open from Monday 6:00 a.m. to Saturday 2:00 p.m.; outside these hours, departure is only possible on the B3 side, subject to a written request to Infrabel before Saturday 2:00 p.m. and confirmation by Infrabel
 - o Bundle C2 open from Sunday 2:00 p.m. to Saturday 2:00 p.m. Outside these hours, departure is only possible on the C3 side, subject to a written request to Infrabel before Saturday 2:00 p.m. and confirmation by Infrabel

Maintenance work on the Yard and tracks in the bundles takes place in accordance with the provisions in the Infrabel Network Statement and [Appendix E.4.1 - Description of the service facility "Marshalling yard Antwerpen-Noord"](#)

3.5. Technical features

In order for the RU to carry out its shunting services on its own account or as a user-operator, Infrabel provides a traffic controller AUTRI, who, among other things, carries out the following tasks: constructing travel routes; commanding the hump shunting locomotive; following up wagons with marshalling services; keep in touch with the "stokman". Communication between the traffic controller AUTRI, the "stokman" and the driver of the hump shunting locomotive is done by radio. To slow down the wagons, track brakes have been installed in 3 zones: the hill brakes; the valley brakes; the marshalling brakes.

A detailed description of the technical characteristics is available in the Network Statement: [Network statement. Annex E.4.1 - Description of service provision "Antwerp-North marshalling yard"](#)

The BND uses shunting locomotives of type T77 for the services. These shunting locomotives are equipped for communication with Infrabel's hump shunting system. The automatic remote control ensures that Infrabel's Neutral Hill system can operate the locomotive with the aim of moving the locomotive at the most precise and constant speed possible, in order to control the speed and therefore the braking of the descending wagons as best as possible.

3.6. Planned changes in technical features

[Network statement. Annex E.4.1 - Description of service provision "Antwerp-North marshalling yard"](#)

4. Costs

4.1. Information on the rates for the humping services

Rates according to the type of service (see also Lineas Catalogue Neutral Hill, <https://lineas.net/en/our-solutions/neutral-hill-services/>):

- Simple Hilling:
 - Description:
 - Wagon arrives and goes directly via the hump to departure train
 - 1 humping per wagon
 - Price: cost per wagon: €78 per wagon
- Sequencing:
 - Description:
 - Formation of departure train in a specific order
 - Minimum of two humpings per wagon.
 - Price: cost per wagon: €104 per wagon
- Picking:
 - Description:
 - Upon request (when placing the order from the RU Customer on the instructions of the shipper/terminal), the wagons are retained and humped to a predetermined side track depending on availability.
 - If wagons are retained for too long (e.g. more than 2 or 3 weeks) and the available rail capacity is compromised, the NSM will call on the RU Customer to find a solution e.g. a traffic suspension can be issued or a destination other than Antwerp North can be indicated by the RU Customer in consultation with its client and with Infrabel. To avoid any misunderstanding, in any event, the total cost price - calculated as indicated below - is invoiced to the RU Customer, irrespective of any delays in collecting the wagons.
 - At the request (of the shipper/terminal), the wagons are removed from the side track during the picking moment (see Chapter 6) and humped to the track of the departure train.
 - Several humpings per wagon.
 - Price: cost per wagon: € 150 base price plus cost of duration.
 - Duration charge per wagon per day: As from day 1, €50 per day duration.
 - The number of calendar days charged is calculated per indivisible period of 1 day.

NSM has the right to change the rates of the services, subject to 30 days' prior notice of the effective date of the change (or immediately if a public authority so requires), by e-mail. If the RU Customer does not respond within 30 days of the notification of such modified rates, this shall be considered as a tacit acceptance of the notified rates.

If the RU Customer expressly refuses the changed rates, the services will be terminated automatically and without penalty with effect from the date of the new rates.

4.2. Information on other costs: Cancellation and changes

- Cancelling a Marshalling capacity of both arriving and departing trains (as well as of sequencing slots and picking slots) is subject to additional cost:
 - more than two weeks in advance: no extra cost
 - between two weeks and one week in advance: fixed amount €375
 - Less than one week in advance: fixed amount €750
- A distinction is made between arriving and departing trains when cancelling:
 - In case of cancellation of arriving train: arriving SO pays the fee (as described above)
 - In case of cancellation of departing train: departing SO pays the fee (as described above), unless the load present is lower than 1/3 (33%) of the maximum load

specified when ordering capacity, in this last case there is no fee with the additional condition that this is notified 12h in advance to the BND via email (neutralhill@lineas.net).

- Adjustments are possible per PERT, short-term and real-time planning, depending on available capacity (see point 6.3).

4.3. Information on other costs: Early or late arrival or departure

- For service rules on early or late arrival and departure, see section 6.8.
- Diversion to other location/shunting charges may be applied depending on the cases described in Chapter 6. The costs incurred by the NSM will be invoiced to the RU Customer.
- The cost depends on the alternative location, complexity and required resources (see price list: <https://lineas.net/en/document-library>).
- Infrabel may subject the use of the tracks in bundles B1 and C1 to a supplementary levy, in addition to the access costs (see Rates to prevent overload risks – Network statement point 7.3.4).

4.4. Invoicing


- The humping services (see point 2.2) and additional services (see point 2.4) are invoiced directly by the NSM to the RU Customer by email.
- The costs of the humping services (simple hilling, sequencing and picking) are always for account of the RU Customer that takes back the humped wagon(s) from the NSM in the departure bundle (B2 or C2), regardless of which RU Customer hands over the wagon(s) to be humped to the NSM in the arrival bundle (B1 or C1). If the RU Customer that takes back the humped wagon from the NSM (in bundle B2 or C2) is not the same RU Customer that transfers the wagon to be humped to the NSM (in bundle B1 or C1), the invoice will in any event be issued to the RU Customer that takes back the humped wagon from the NSM (in bundle B2 or C2).
- Invoices are payable within 30 calendar days of the invoice date. Invoices under these GCs can be disputed only within 15 calendar days of invoice date. The RU Customer must communicate the invoice number, the description on the invoice relating to the dispute, the exact amount disputed and the precise reason for the dispute. The dispute must be sent to finance@lineas.net. The RU Customer must respond to any information request from the NSM regarding disputes within 15 calendar days. If part of the invoice is disputed by the RU Customer in good time, the RU Customer is obliged to pay the undisputed part of the invoice within the payment term. If an invoice is not disputed in good time and according to this provision, the RU Customer shall owe the entire invoice amount.
- After expiry of the payment term, any unpaid amounts shall, automatically and without notice, be raised with a late payment interest and a compensation of 40€ per invoice, both in accordance with article 5 of the Belgian Act of August 2nd, 2002 on combating late payment in commercial transactions. If an invoice is not paid within the payment term, all other invoices of the NSM shall become immediately due and payable.
- Irrespective of the capacity in which the NSM acts, the NSM has a general right of retention and pre-emption on the goods, wagons and/or documents in its possession as security for all amounts owed by the RU Customer to the NSM in principal, interest, costs and damages, even for debts of the RU Customer that do not relate to the goods, wagons and/or documents actually in the possession of the NSM.

5. Conditions of Access

5.1. Legal requirements

- The RU Customer (and its RU subcontractor(s)) must be a member of the ATTI and GCU for quality and safety standards (takeover of wagons between NSM and RU Customer). The NSM may request proof of the membership at any time.
- The RU Customer (or RU operating in Antwerpen-Noord under subcontract for the RU Customer) must be a certified RU in Belgium. The NSM may request proof of this at any time.
- The RU Customer (or RU operating in Antwerpen-Noord under subcontract for the RU Customer) must act in accordance with the Network Statement, the local protocol for Antwerp-North and the user agreement of infrastructure manager Infrabel.
- The RU Customer (or RU operating in Antwerpen-Noord under subcontract for the RU Customer) must have a current Operational Agreement with the NSM. A current Operational Agreement is a condition for gaining access to the service, but not a condition for submitting a capacity request. If a RU Customer does not yet have an Operational Agreement, this can be drawn up and existing agreements can be supplemented or adjusted if necessary.
- The RU Customer must sign the confidentiality and data exchange agreement between the RU Customer, the NSM, Infrabel and the Port of Antwerp-Bruges in appendix of ["E.4.3 - Overeenkomst gegevensuitwisseling en vertrouwelijkheid in het kader van de Trieerdiensten"](#) of the Network Statement of Infrabel.
- Only the RU Customers can request picking capacity, whether or not in combination with sequencing.

5.2. Technical conditions

- The RU Customer (and its RU subcontractor(s)) must have the necessary IT systems and interfaces in accordance with point 5.4.
- Wagons must be technically in order in accordance with the GCU.
- Certain wagons and loads may not be humped (see technical restrictions in the Infrabel marshalling protocol and the UIC loading guidelines) o.a.:
 - Because of their construction, wagons with a "rail brake prohibition" are not permitted to pass through retarders or other shunting and stopping devices in active mode. These wagons must be marked on the left of each solebar with the sign proposed opposite, in accordance with Appendix 11, section 5.3 of the GCU; 
 - Wagons with a turning radius greater than 300 metres, since the connecting arc radius of the shunting humps of the C and B bundles is 300 metres;
 - Wagons with an axle load of between 22.5 and 25.0 metric tons may absolutely not be marshalled, but must be moved to the destination track via a travel route with profile-free retarders. Wagons with an axle weight greater than 25.0 metric tons may not pass through the marshalling zone at all;
 - Trains of bulk wagons longer than 100 metres;
 - Live animals;
 - All explosives;
 - Vehicles; or
 - Wagons with T3 protection.
- If an arriving train contains wagons that must not be humped, these wagons must be at the tail end of the train upon arrival at the hump.

5.3. Operational conditions

- The RU Customer undertakes that the train formed will depart no later than two hours after the scheduled departure time in accordance with the Capacity Plan.
- If the train has not departed two hours after the scheduled departure time according to the Capacity Plan, the NSM will contact the RU Customer to make additional arrangements regarding the departure.
- If no other solution is possible, it may be necessary to tow away a train that does not leave in good time, the destination of the diversion being coordinated with Infrabel.

- In the latter case, diversion costs may be charged for the removal of a train that is not collected in good time (see point 4.3). Any additional costs of Infrabel for the use of rail capacity will also be charged to the RU Customer.

5.4. IT systems and data exchange

- Infrabel provides access to the hump portal (under development by Railport and Infrabel): <https://humpyard-stable-ui.infrabel.be/>.
- The RU Customer can monitor the hilling of wagons in the hump portal.. The following information is provided:
 - Overview (and history) of its arriving trains to the Neutral Hill;
 - Train composition, including status per wagon, of its arriving train;
 - The status of sorting at train level and wagon level;
 - The location, status, and sorting code of the wagons that the RU Customer has delivered to the Neutral Hill;
 - The location, status, and sorting code of the wagons that the RU Customer must take over as a departing SO;
 - Overview (and history) and composition of the departure trains of the RU Customer (after Hermes train handover message from the NSM);
 - Connections between arriving and departing trains.
- For ordering humping services (order), operational humping and consultations on the hump portal, the RU Customer must, if necessary, send the following messages to the NSM and be able to receive them from the NSM:
 - For the train to be sorted, and in this order:
 - Humping order information from the RU Customer per wagon number: The consignment note must be used as an order;
 - The RU Customer's announcement via a train delivery message (Hermes-30) or wagon delivery message (Non-Hermes), depending on the driving path setup;
 - Announcement by the RU Customer of arrival of the wagons/train on the track via an email (neutralhill.operations@lineas.net) stating the arriving train number, track number and operational specificities (such as handbrakes applied and the like) that could not be sent via Hermes or Non-Hermes message.
 - For the sorted wagons that are transferred by the NSM in groups:
 - via a wagon delivery message (non-Hermes) or train delivery message (Hermes-30), depending on the driving path setup.

All other operational adjustments and deviation management operations are to be sent by email (neutralhill.operations@lineas.net).

5.5. Confidentiality

The data provided by the RU Customers (and their RU subcontractor(s)) by email or by an IT system, for booking the capacity and carrying out the humping are used only operationally and to be legally compliant (e.g. RID), and do not serve any commercial purposes.

Each party shall keep confidential and not use or disclose any information of a commercial, financial or technical nature about the other party, which may be considered confidential information and of which it has become aware in connection with the performance of the conditions, except for the proper performance of the conditions or with the prior written consent of the other party. This duty of confidentiality applies to both parties during the entire term of these GTC. The obligation of confidentiality does not apply to information (i) that was in the possession of a party before it was disclosed by the other party, (ii) that is or will become part of the public domain on the date of these GTC, (iii) that was obtained by the party from a third party without violating these GTC or any other agreement concluded between the parties, or (iv) that must be disclosed by law or by order of a regulatory authority.

5.6. Processing of personal data

The Parties undertake to process the personal data collected in the context of and for the purposes connected with the conclusion and implementation of these conditions in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR).

The foregoing shall be without prejudice to the obligation of each party, as an autonomous controller for the processing of the personal data, to provide information to all natural persons within its organisation or employed by the other party whose data are processed for the purposes referred to in the first paragraph of this point 5.6 and to ensure that the data subjects can exercise their rights. This obligation will be fulfilled by the NSM through publication of the information in the personal data protection section of the website <https://lineas.net> and by the RU Customer in accordance with its own procedures.

6. Capacity allocation

6.1. Requests for access (Capacity Plan)

The RU Customer is entitled to the services only if the NSM confirms the feasibility of the requested service and the available humping capacity in the Yard. For a definitive confirmation of the humping capacity, the RU Customer (or its RU subcontractor(s)) must also have obtained prior approval from the infrastructure manager to use train tracks that are compatible with the humping capacity that the RU Customer has requested from the NSM (see point 6.3).

Access to the service:

The RU Customer (or its RU subcontractor(s)) shall order the paths itself/themselves to/from the respective arrival/departure bundle from Infrabel in accordance with the provisions in the Network Statement and without prejudice to the rules of Regulation 2017/2177. Infrabel and the NSM will coordinate this with the Capacity Plan.

- The NSM manages and draws up the Capacity Plan for the arriving and departing trains for a single working timetable period according to the capacity requests of the RU customers (via the capacity booking template, see point 6.3 for details regarding requests and deadlines)
 - The Capacity Plan indicates when trains are expected to arrive at arrival bundles B1 and C1 and when trains depart from departure bundles B2 and C2 (there is a Capacity Plan per bundle B and C).
 - A Capacity Plan must be drawn up each year (see point 6.3).
- The Capacity Plan is also the starting point for the NSM's operational shunting planning of the hump yard based on the service orders, see point 6.2.
- Infrabel and Port of Antwerp-Bruges monitor the compliance with the agreed criteria for drawing up the Capacity Plan regarding the neutrality of the service, in accordance with Infrabel's General Conditions. The capacity allocation follows the priority criteria, described in point 6.4, and Infrabel's final train path allocation. The capacity allocation is discussed in the Audit Committee.
- The Shunting Plan is based on the orders of the various RU Customers and in line with the Capacity Plan. In planning the requests, account is taken of the optimisation of track use and the minimisation of shunting manoeuvres.
- Infrabel manages the rail capacity in bundles B1 and C1 in line with the Capacity Plan and the operational shunting planning of the NSM, without prejudice to the Network Statement and Regulation 2017/2177.
- The NSM allocates the departure tracks in bundles B2 and C2 in real time.

6.2. Request for humping services

- To order humping services, the RU Customer must create an order per wagon and send it to the NSM.
- Orders for humping services are to be sent to the NSM via consignment note.

In order to benefit from humping services, the RU Customer must accept the confirmed Marshalling capacity via the booking template and these GTC, but this is not a condition for the RU Customer to request capacity. These GTC are considered accepted by the RU Customer as soon as (i) the RU Customer accepts the Marshalling capacity confirmed by the NSM or (ii) the Marshalling capacity confirmed by the NSM is used by the RU Customer and the humping services are provided by the NSM.

6.3. Details and deadlines for request for humping capacity

During the Capacity Planning phase, the RU Customer must specify which trains it wishes to have arriving at /or departing from the hump Yard for a certain working timetable period. For capacity bookings, the RU Customer must use the booking template, which is available on-line (<https://lineas.net/en/our-solutions/neutral-hill-services>).

Details of request (via capacity booking template):

- The RU Customer must define:
 - The time of arrival in arrival bundle B1, C1 + Arrival train as well as the origin of the train (national or international) + Average number of arriving wagons and to which destinations they must go.
 - Type of service: indicate for the departure train whether there is sequencing or picking (if not, simple hilling will apply). Indicate for the departure train whether the wagons must be grouped or must be in a particular order (sequencing).
 - Departure train + Average number of departing wagons.
 - Time of departure: in the case of several departure trains, the NSM will check the possibilities with the Capacity Plan.

Long-term planning (Annual planning):

- Request from the RU Customer for Marshalling Capacity from NSM at the latest on the 2nd Tuesday of April. When submitting the request, the RU Customer must also state the train number, if this is already known, otherwise the RU Customer must state the Traincode (internal train reference of the RU Customer).
- Confirmation of receipt of the request after 5 working days, counting from the first working day following the receipt day of the request, by the NSM stating whether or not the information is complete. If the request submitted by the RU Customer is incomplete, the NSM will ask the RU Customer to supplement the missing data within a period of 5 working days. The (complete) request must be submitted to the NSM no later than the 2nd Tuesday of April. Requests that are incomplete after this period will be refused.
- Request to Infrabel for train paths by the RU Customer by the 2nd Tuesday in April and final allocation in August (in accordance with Network Statement). When submitting the request for train paths, the RU Customer must also indicate the train number, if this is already known, otherwise the RU Customer indicates the Traincode (internal train reference of the RU Customer).
- By the 2nd Tuesday of May at the latest, the NSM will send the first version of the Capacity Plan (based on the requested Marshalling Capacity) to Infrabel, including specified train numbers and Traincodes.
- At the beginning of May, Infrabel will prepare a first version of the train path allocation based on the first version of the Capacity Plan. At the end of May, coordination will take place between the NSM and Infrabel on the requested volumes, Marshalling Capacity and train paths.
 - Infrabel will inform the NSM about the assigned train numbers.
 - The NSM will adjust the first version of the Capacity Plan based on the first version of the train path allocation.

- Train paths are provisionally allocated in the draft offer (beginning of July: draft offer of train paths), in accordance with the Network Statement.
- The provisional confirmation of the Marshalling Capacity by the NSM to the RU Customer based on all requests will follow in mid-July.
- By 31 August at the latest, the RU Customer must inform the NSM of the definitive train paths linked to the requested Marshalling Capacity so that it can draw up the Capacity Plan. In the event that no train path has been assigned, the RU Customer must also pass this on to the NSM, who can thus release the corresponding reserved Marshalling Capacity. If no definitive train path is notified by 31 August, the reserved Marshalling Capacity will be released.
- The NSM will produce the second version of the Capacity Plan based on the reserved Marshalling Capacity and definitive train paths.
- Coordination between Infrabel and the NSM on the second version of the Capacity Plan by 30 September at the latest. The NSM will consolidate the Capacity Plan based on the requests from RU Customers and the allocation of train paths by Infrabel. Infrabel will also allocate the tracks on the B1 and C1 during the coordination.
- Confirmation of Marshalling Capacity by the NSM to the RU Customer on the basis of the second version of the Capacity Plan will be no later than on the 3rd Monday of October.
- The RU Customer must accept the confirmed Marshalling Capacity via the booking template in the "confirmation" tab in which the NSM has confirmed the requested Marshalling Capacity, so that the NSM can plan the necessary resources.

Adjustments per PERT:

- Request from RU Customer to the NSM for modified or new Marshalling capacity up to 10 weeks before the new PERT.
- Confirmation of receipt of the request after 5 working days, counting from the first working day following the receipt day of the request, by the NSM stating whether or not the information is complete. If the request submitted by the RU Customer is incomplete, the NSM will ask the RU Customer to supplement the missing data within a period of 5 working days. Requests that are incomplete after this period will be refused.
- Confirmation of Marshalling Capacity by the NSM 10 working days from the first working day following the sending of the confirmation of receipt showing that the request is complete (based on available capacity and according to priority criteria, see point 6.4). The RU Customer must accept the confirmed Marshalling Capacity via the booking template in the "confirmation" tab in which the NSM has confirmed the requested Marshalling Capacity, so that the NSM can plan the necessary resources.
- Request from RU Customer to Infrabel for train path adjustment or new train path (Week 6 before PERT adjustment, in accordance with the Network Statement).
- RU Customer immediately shares information on changed or new train path with the NSM.

Short-term planning: changes or booking of capacity still available:

- Request from RU Customer to the NSM for modified or new Marshalling capacity until working day D-4, 3:00 p.m.
- Confirmation of receipt of the request by the NSM within 24 hours from the moment of receipt of the request, stating whether or not the information is complete. If the request submitted by the RU Customer is incomplete, the NSM will ask the RU Customer to supplement the missing data within 24 hours. Requests that are incomplete after this period will be refused.
- Confirmation of Marshalling Capacity by the NSM 2 working days from the first working day following the sending of the confirmation of receipt showing that the request is complete (based on available capacity and according to priority criteria, see point 6.4).
- RU Customer must accept the confirmed Marshalling Capacity via the booking template in the "confirmation" tab in which the NSM has confirmed the requested Marshalling Capacity, so that the NSM can plan the necessary resources.
- Request from RU Customer to Infrabel for train path adjustment or new train path (Working Day-2 for Short Term or real-time dispatch).
- RU Customer immediately shares information on changed or new train path with the NSM.

Real-time planning: changes or booking of capacity still available:

- Request from RU Customer to the NSM for adjusted or new Marshalling Capacity after working day A-4.
- Confirmation of receipt of request by the NSM as soon as possible (without guarantee) stating whether or not the information is complete. If the request submitted by the RU Customer is incomplete, the request cannot be fulfilled in Real-time and will therefore be rejected.
- Confirmation of Marshalling Capacity by the NSM as soon as possible (without guarantee).
- RU Customer must accept the confirmed Marshalling Capacity via the booking template in the "confirmation" tab in which the NSM has confirmed the requested Marshalling Capacity, so that the NSM can plan the necessary resources.
- Request from RU Customer to Infrabel for train path adjustment or new train path.
- RU Customer immediately shares information on changed or new train path with the NSM.

Train path adjustment due to works:

- RU Customer will be informed by Infrabel of the proposed change in train path (no later than week-7).
- Request from RU Customer to the NSM for adjusted Marshalling Capacity.
- Confirmation of receipt of request after 5 working days, counting from the first working day following the receipt day of the request, by the NSM stating whether or not the information is complete. If the request submitted by the RU Customer is incomplete, the NSM will ask the RU Customer to supplement the missing data within 5 working days. Requests that are incomplete after this period will be refused.
- Confirmation of Marshalling Capacity by the NSM 5 working days from the first working day following the submission of the receipt day of the request, stating that the information is complete.
- RU Customer must accept the confirmed Marshalling Capacity via the booking template in the "confirmation" tab in which the NSM has confirmed the requested Marshalling Capacity, so that the NSM can plan the necessary resources.
- RU Customer informs Infrabel of whether or not it agrees to the proposed train path change (depending on the adjusted Marshalling Capacity).
- RU Customer is informed by Infrabel of the changed train path (no later than 28 calendar days before the day on which it is to be followed).
- RU Customer immediately shares information on changed or new train path with the NSM.

6.4. Priority criteria

Priority criteria:

- LT requests take precedence over PERT requests.
- PERT requests take precedence over ST requests.
- ST requests take precedence over real-time requests.
- For requests within the period of validity of the working timetable, requests shall be processed in chronological order as long as they are not conflicting requests.
- Conflicting LT requests will be handled in consultation between the NSM and the applicant, in line with the coordination procedure according to the Implementing Regulation (EU) 2017/2177.
- Within the LT planning, Simple Hilling and Sequencing have priority over Picking.
- Complaints can be submitted to the Regulatory Service in accordance with the appeal procedure, in accordance with Article 62, paragraph 5 of the Railway Code.
- Deviations can be agreed between the RU Customer and the NSM if this does not affect the services of the other RU Customers.

6.5. Process of track capacity in the departure bundles

In order to serve the maximum number of possible final destinations, the NSM strives to avoid that departure trains systematically have a monthly average of less than 10 wagons per departure train. It is also in the interest of the departing RU Customer to depart with sufficiently full trains, i.e. with sufficient wagons. When periodic (not ad hoc) departure trains systematically have an average of fewer than 10 wagons during a given month, those wagons are first collected on a sequencing track starting the following month in order to maximize the number of available departure tracks at any time. These are then marshalled to the destination track just before the formation of the departure train. The wagons in question are therefore treated as Sequencing wagons (minimum two hillings) and the RU Customer will be asked to adjust the capacity booking for the departure train in question from Simple Hilling to Sequencing.

6.6. Allocation of sequencing slots

Slots for humping to sequencing tracks will be published starting PERT week +1 and fixed for the next PERT.

6.7. Allocation of slots & track capacity in the departure bundles for picking

- The NSM will confirm the requested track capacity and picking slots by the 3rd Monday of October, based on the second version of the Capacity Plan.
- In order to safeguard the efficient use of the tracks in B2 and C2, a maximum of one picking moment per day per terminal/picking destination can be provided (i.e. one time for shunting the picked wagons for delivery to the terminal is determined by the NSM depending on the desired departure of the RU Customer).
- If there is more demand than available capacity, this will be discussed with the parties involved and the NSM will take a reasoned decision:
 - The decision will be based on, among other things, the efficient use of tracks, the optimization of the volumes to be handled, the connection with the Belgian ports, the proximity of picking destinations.
 - with the decision is overseen by the Audit Committee as described in point 6.1.

6.8. Capacity and service upon early or late arrival and departure or Force Majeure

Real-time execution (< D-16h)

If the arrival train does not arrive on time, the NSM requests that, where possible, in the case of both early and late wagons, the trains still leave as planned, with the following rules:

A. Early arrival: arrival 1 hour before scheduled time of Capacity Plan

- If there is sufficient capacity in B1 or C1: no impact.
- In case of insufficient capacity in C1 or B1: diversion to another bundle without guarantee for the planned shunting. Two options are possible:
 1. The RU Customer brings the train back to C1 or B1 itself in coordination with the NSM.
 2. If not, the RU Customer instructs the NSM to bring the diverted train back to C1 or B1. The NSM's costs for this are invoiced to the RU Customer (Costs, see point 4.3).

B. Late arrival: arrival 1 hour after scheduled time of Capacity Plan

- The wagons in these trains do not depart with the scheduled departure train or the departure train is delayed (if there is capacity for later Marshalling, formation and inspection).
- In anticipation of a new departure, this wagon will take up rail capacity:
 - If there is sufficient capacity in B1 or C1: no diversion.
 - In case of insufficient capacity in C1 or B1: diversion to another bundle without guarantee for the planned shunting. Two options are possible:
 1. The RU Customer brings the train back to C1 or B1 itself in coordination with the NSM.
 2. If not, the RU Customer instructs the NSM to bring the diverted train back to C1 or B1. The NSM's costs for this are invoiced to the RU Customer (Costs, see point 4.3).

C. Force Majeure: Upon timely arrival but with insufficient receipt of capacity in B1, C1 due to Force Majeure

- Force Majeure is defined in accordance with and under the conditions of Article 5.226 of the Belgian Civil Code and point 12.
- If there is insufficient capacity in C1 or B1: diversion to another bundle without guarantee for the planned shunting. Two options are possible:
 1. The RU Customer brings the train back to C1 or B1 itself in coordination with the NSM.
 2. If not, the RU Customer instructs the NSM to bring the diverted train back to C1 or B1. The NSM's costs for this are invoiced to the RU Customer (Costs, see point 4.3).

D. Late departure (> 30')

- If a problem is detected in real time, the NSM contacts the RU Customer to discuss what needs to be done, e.g. in case of wagons with damage (M10).
- In the event of insufficient capacity in B2 or C2, the wagons will be diverted to another bundle after consultation between Infrabel and the NSM. The NSM will pass on the necessary information about the occupancy of bundles B2 or C2 to Infrabel.
- Retention costs and any diversion/shunting costs will be charged to the RU Customer according to the available capacity (Costs, see point 4.3).

6.9. Information on available capacity and temporary capacity constraints

- Information on temporary capacity constraints of the Yard (marshalling yard Antwerp-North) that may have a major impact on the operation of the service is provided in accordance with the procedure explained in the Network Statement (see point "temporary capacity constraints") and can be consulted via the [business corner of Infrabel](#).
- Failure of Yard: In the event of Force Majeure, the NSM shall draw up an "Emergency Plan" in consultation with Infrabel and inform the RU Customer (See also point 6.8 - C. Force Majeure). The NSM cannot be held responsible for temporary capacity constraints of the Yard.
- In the event of capacity restrictions that require a substantial adjustment to the capacity planning, Simple Hilling has priority over Sequencing and Sequencing has priority over Picking.
- The maintenance of the shunting locomotives is not a priori a capacity-limiting factor, as there are sufficient shunting locomotives available. In the event that all planned shunting locomotives T77 AAR in a certain bundle (B or C) are simultaneously required for maintenance or breakdown, customers will be notified by email of any capacity-limiting influence.

7. Transport of Dangerous Goods or waste

The RU Customer shall report to the NSM the presence of any Dangerous Goods or waste permitted according to the UIC data specification and shall comply with all laws and regulations relating to its transport. In addition, the provisions of the RID apply in their entirety and must be complied with by the RU Customer and relevant third parties, in particular the obligations to be complied with by the sender and the receiver. The RU Customer shall provide the NSM with accurate and correct identification of the Dangerous Goods and of all documents, permits, licences and certificates required by law and regulations for all official handling of Dangerous Goods and the transport of Dangerous Goods by rail. Dangerous Goods classified in RID class 7 (radioactive substances) or RID class 1 (explosives) are subject to a special licensing procedure and their transport is not permitted only under these GTC.

The RU Customer shall save the NSM harmless from and against - and hereby accepts exclusive liability for - any loss, damage, claim or action by any party whatsoever arising directly or indirectly from the non-compliance with the RID, the applicable legal or regulatory provisions and all other applicable national and international rules on dangerous goods or waste.

8. Insurance

The NSM and the RU Customer hereby confirm that they act in accordance with all applicable insurance legal regulations and certificates and with all insurance administrative requirements. The RU Customer undertakes to take out appropriate insurance policies for any loss or damage that could be directly or indirectly caused to the NSM or to third parties.

The NSM and the RU Customer declare that they have taken out suitable policies, all necessary insurance (liability insurance and industrial accident insurance) and any insurance that they deem necessary, and have ensured that any third parties called upon have the necessary insurance, to cover their liability during the performance of the GTC. These policies must remain in force for the entire term of the GTC, including any extensions. These policies must include an obligation to compensate the policyholder for any amount due in respect of third party liability within the meaning of the applicable regulations as compensation (principal, interest and costs) for loss or damage to third parties in connection with negligence, violations of the law, death, personal injury and damage to tangible assets, arising from events for which it is responsible and/or from accidental events for which it is liable, which occur in connection with the performance of activities under these GTC.

9. Subcontracting

For subcontractors and third parties engaged by the RU Customer or the NSM, the RU Customer or the NSM remain liable for their execution of the GTC and their own acts or omissions. The RU Customer is obliged to inform subcontractors or third parties engaged by it of these GTC and the related regulations. The RU Customer warrants that the NSM may exercise its powers under these GTC directly vis-à-vis the subcontractor and/or third parties, without prejudice to the NSM's right to demand performance from the RU Customer.

10. Liability

This point 10. does not affect point 2.1. The NSM and the RU Customer are liable towards each other for all damage resulting from gross negligence and/or failure to comply with a provision of these GTC, as well as the gross negligence and/or failure by their employees, agents, representatives and/or subcontractors to comply with a provision of these GTC.

A party cannot be held liable for indirect, consequential, immaterial and/or moral damage, including loss of profit and loss of income, unless provided otherwise in these GTC. The parties cannot be held liable in any way for damage or loss as a result of Force Majeure.

Any liability of the NSM and the RU Customer for both international and national rail transport remains within the limits of the CIM. Any liability of the NSM and the RU Customer for loss or damage to a wagon or in the event of damage caused by a wagon remains within the limits of the GCU.

Any liability of the NSM for damage to and/or loss of the goods not falling within the scope of the CIM or the GCU is limited to €2 per kilogram of damaged or lost gross weight of goods. For steel products (such as rolls, plates, sheets, pipes, beams, rods, blooms, billets, wire rod and cast-iron pipes), the NSM liability is limited to €1,000 per package. For these instances, the maximum liability of the NSM, regardless of the number of packages, shall in no event exceed €25,000 per event or series of events due to one and the same cause. The maximum liability for damage to means of transport is €25,000. In the event of the concurrence of several claims with regard to damage caused to a means of transport, loss and/or damage to goods or materials made available by the client or by third parties, the total liability shall not exceed €50,000, regardless of the number of prejudiced parties.

The NSM accepts no liability for loss, damage, tampering and the like in relation to an ITU or its contents as present and detected at the time of entry into the Yard by road or rail (by means of check-in, OCR photo, or railway report). The NSM therefore accepts no liability for loss or damage arising before the check-in or after the check-out, established by comparing check-in and check-out documents.

The NSM will not compensate any loss or damage that is qualified as “minor damage”, in other words damage of a purely aesthetic nature that does not reduce the amount of cargo that can be transported in ITUs or wagons and/or does not prevent them from fulfilling their sole function as containers for freight transport by rail and by road. Examples of minor damage not compensated include, without limitation: damage to bumpers, mudguards, side guards unless these affect the operation of the trailer; minor abrasions along the sides; minor dents that do not affect the load volume of the ITU; tears in the tarpaulin due to wear; TIR cords that are not properly placed behind the fasteners, etc.

The RU Customer is deemed to be solely responsible for the accuracy of all declarations, documents and all other items required under the regulations applicable to goods transported with the ITU. To this end the RU Customer shall save the NSM harmless from any liability arising from incorrect statements by the RU Customer, violation of the applicable regulations and differences between the cargo specified by the RU Customer at the time of booking and the cargo actually transported. In the event of non-compliance with the foregoing, the NSM shall be entitled to terminate these GTC, without prejudice to its right to claim damages.

The RU Customer shall save the NSM harmless from any liability for loss or damage to ITUs and their cargo during rail transport prior to their arrival at the Yard.

The RU Customer shall save the NSM harmless from and shall assume all responsibility for the correct stowing, securing or anchoring of loads within the ITUs and for compliance with rail and combined rail-road regulations. The NSM therefore accepts no liability for loss or damage resulting from incorrect stowing, securing and/or anchoring, even in cases where it has accepted the ITU without objection.

The obligation of the NSM to pay damages according to these GTC does not apply if non-compliance with these GTC is caused by one or more of the following circumstances, without being exhaustive: the goods (e.g. poor loading, shifted load, exceeding the weight restriction, unbalanced loading, etc.); an infringement of the contractual obligations of the RU Customer; an error or negligence of the RU Customer and/or a relevant third party; infrastructure problems, infrastructure works and infrastructure interruptions; acts, regulations, measures, instructions, decisions and/or requests of or from the infrastructure manager or public authorities outside the control of the NSM; events of Force Majeure or any other circumstances outside the control of the NSM. The above list does not mean that the parties waive rights granted by the CIM regulations.

The maximum annual total amount of fees, costs, compensations and/or amounts in any form whatsoever owed by the NSM under these GTC shall be 2% of the total annual costs for the services.

11. Suspension

1. In the event of non-compliance with the GTC, the party failing to comply with the GTC, either in full or in part, must take the necessary actions within 15 calendar days of receiving formal notice of default, and ensure that it acts in accordance with the GTC. If the defaulting party fails to comply after having been given notice of default, the non-defaulting party shall be entitled to suspend the Marshalling services to the defaulting party by means of a registered letter with acknowledgement of receipt until the defaulting party confirms and demonstrates that it will comply with the conditions of use.

If any fee payable by the RU Customer to the NSM under these GTC is not paid on or before the due date, without prejudice to any other right or remedy available to the NSM, the NSM shall be entitled to suspend the Marshalling services to the RU Customer until a payment or credit arrangement satisfactory to the NSM has been made.

The provision of the Marshalling services to the RU Customer is deemed to have been suspended automatically and without penalty if, for reasons beyond its control, the NSM is unable to make the tracks necessary for the performance of the service available due to ordinary/exceptional rail or site maintenance and in the event of rail renewal or relay work, as well as for any reason whatsoever

attributable to Infrabel. Such service interruptions will be communicated to RU Customers immediately.

2. The provision of the Marshalling services to the RU Customer may be suspended at any time by registered letter with acknowledgement of receipt in the following cases:

- a) If a party does not comply with the GTC and does not remedy such failure within 15 calendar days of having been served notice of default by the non-defaulting party by registered letter with acknowledgement of receipt. An exception may be made if the defaulting party submits a written, conclusive proposal to comply with the obligations before 15 calendar days. In this case, the non-defaulting party may allow the RU Customer another term.
- b) If a party were to be involved in legal composition, bankruptcy or liquidation proceedings.
- c) if the RU Customer ceases its business activity;
- d) if, for whatever reason, the NSM is no longer able or authorised to provide the Marshalling services;
- e) if the RU Customer fails to pay even one single invoice from the NSM, where the invoice has not been disputed or has been wrongly disputed by the RU Customer, after the expiry of a period of 15 calendar days from the date of dispatch by the NSM of a demand for performance by registered letter or by email, and where the RU Customer has not justified or rectified the default;
- f) If the NSM does not have, or no longer has, one of the licences or permits necessary for the operation of the Marshalling services.

12. Force Majeure

Force Majeure is the occurrence of unforeseen events beyond the reasonable control of a party that cannot be attributed to the party invoking force majeure, the consequences of which are unavoidable and which temporarily or definitively render the performance of the obligation of the party invoking force majeure impossible, such as (under the aforementioned conditions and not limited to) marshalling disruptions, accidents at Antwerp-North, natural disasters, landslides, war or threat of war, pandemic, riots, hostilities, sabotage, acts or restrictions of government authorities, shortages in the energy supply, power failure, machinery breakdown, accidents, damage to the Yard, problems with the railway infrastructure, strikes, lock-outs or labour disputes ("**Force Majeure**").

A party affected by Force Majeure shall immediately notify the other party of the Force Majeure and of its plans and efforts to find a solution, in which case the affected Party shall be released from further performance of the relevant obligations as long as the situation of Force Majeure continues to prevent performance and cannot be circumvented. The affected party will continue to use commercially reasonable efforts to fulfil its obligations as far as possible and will comply with all applicable emergency recovery obligations. The affected party shall immediately notify the other party if the situation of Force Majeure has abated or may be circumvented.

If a situation of Force Majeure prevents or will prevent performance of the obligations for more than 30 calendar days, either party may terminate the GTC by registered letter with acknowledgement of receipt to the other Party with due observance of a notice period of 2 months.

13. General

13.1. Hierarchy of provisions

In the event of conflicting provisions, the following hierarchy applies:

- 1) Implementing Regulation 2017/2177;
- 2) The Belgian Railway Code;
- 3) The Network Statement;
- 4) The General Terms and Conditions for the Services Provision of the Antwerp-North Marshalling Yard;

13.2. Severability

The nullity of a provision of these GTC will not result in the nullity of all conditions.

13.3. Assignment

These GTC cannot be assigned or transferred to a third party in whole or in part by the RU Customer.

13.4. Main contact details of the NSM

General and capacity bookings:

Luc Van Leuven, Operational Manager Neutral Hill

Tel: 03 600 24 61

luc.vanleuven@lineas.net or neutralhill@lineas.net

Real-time operations:

Tel: 03 600 24 76

neutralhill.operations@lineas.net

13.5. Applicable law and Settlement of disputes

These GTC are subject to Belgian law. The parties shall attempt to reach an amicable resolution of any dispute that might arise regarding the application and interpretation of these GTC. If they fail to do so, the dispute will be submitted to the jurisdiction of the Antwerp Court.

13.6. Official language

The sole official language of these GTC and of all its appendices and annexes is Dutch. Versions of the GTC translated into other languages are intended for information purposes only. The Dutch language version of the GTC will prevail in the event of any discrepancies between the Dutch version and a version in another language.