

RAIL TRACK OPERATING PROTOCOL

Whereas:

- The Railway Undertaking (“RU”) has concluded transport agreements with third parties for the transport of cargo which is to be transported/handled via the Service Facility;
- The Railway Undertaking has to enter the Service Facility and has influence on the operations of the Service Facility;

Antwerp Gateway NV, with registered office at Molenweg - Haven 1950, 9130 Doel, Belgium and with company number BE0473.165.604, operator of the Service Facility [hereinafter "Service Facility (AG)"] wishes to make arrangements for good and transparent cooperation with railway undertakings wishing to use the Service Facility AG by means of a Rail Track Operational Protocol ("Operational Protocol"). If required by law, a Candidate within the meaning of the Rail Act falls within the definition of “Railway Undertaking” or “RU”.

The Operating Protocol is valid indefinitely.

In the event of contradiction between this Operating Protocol and earlier written or oral agreements and understandings between the parties concerned, the Operating Protocol shall prevail. Additions/changes to this Operating Protocol can only be agreed in writing.

In the event of nullity of one or more of the clauses of this Operating Protocol (including the appendices), this Operating Protocol shall be construed and executed without regard to that clause. All provisions not affected by the invalidity or unenforceability shall remain in force. Any invalid or unenforceable provision shall be replaced by a valid or enforceable provision which achieves as far as possible the objectives of the invalid or unenforceable provision.

Table of amendments

VERSION	SUBJECT	DATE
1	New version	01/01/ 2020
1.1	Amendment, operational lengths of set of tracks (p. 7)	29/01/ 2020
1.2	Amendment January 2021	01/01/ 2021
1.3	Amendment access fee	01/01/ 2022
1.4	Adjustment of access fee and charges; procedure for slot applications; classification of chapters; deletion of appendix on labels	01/01/ 2023
1.5	Amendment (i) article 9.1.: information to be transmitted; (ii) article 18: liability	01/03/2023
1.6	Amendments: (i) addition of possibilities for a “Candidate”; (ii) amendment website link in art. 2; (iii) addition of contact in art. 3; (iv) clarification name set of tracks in art. 4; (v) addition of art. 6.7. concerning the technical equipment for loading and discharging; (vi) new art. 7.3.1.; (vii) amendment of access fee in art.	15/01/2024

	8.1.; (viii) amendment fees waiting slot in art. 8.4.; (ix) different e-mail address in art. 8.5.; (x) deletion of last sentences in art. 17; (xi) addition of art. 25 regarding confidentiality and external communication; (xii) deletion of "fax" under contacts	
1.7	Amendments: (i) e-mail address of commercial service was changed from CommercialDL.ANTW@dpworld.be to Commercial.AG@dpworld.be; (ii) art. 8.1 the entrance fee was increased to 100 EUR; (iii) art. 8.4 was changed so that refueling is possible at terminal under certain conditions; Attachments: photo parking was modified	13/02/2025

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DP WORLD

I. GENERAL

1. Purpose of the Operation Protocol

The purpose of this Operating Protocol is to make agreements for good and transparent cooperation in the operational, commercial, security and safety areas concerning rail track operations.

The Service Facility has prepared this document (Operating Protocol) in accordance with European Commission Implementing Regulation (EU) 2017/2177.

Part III describes the operational operating rules. Part IV describes track-specific safety and security regulations.

This Operating Protocol is published at www.dpworld.com/en/antwerp.

The Railway Undertaking is aware of and agrees with all the provisions of this Operating Protocol.

2. Access conditions

The Railway Undertaking's use of the railway infrastructure of the Service Facility is subject to compliance with various rules, laws and regulations such as, but not limited to:

- The Network Statement by Infrabel, the technical documents, the local protocols and the operating instructions
- Regulations, directives and delegated and implementing acts (in particular the Technical Specifications for Interoperability (TSI), see European law: <https://eur-lex.europa.eu/homepage.html?locale=en>
- Laws, royal decrees (RD) and ministerial decrees (MB), see Belgian Official Gazette: www.just.fgov.be
 - Rail Act amongst others: Law of 30 August 2013 containing the Rail Act
- Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), see among others Federal Public Service Mobility and Transport: <https://mobilit.belgium.be/nl/spoor> (in Dutch)
- Union Internationale des Chemins de fer (UIC) files, see www.uic.org

3. Operator of the Service Facility

The operator of the Service Facility's main business is container handling in the port of Antwerp. In this document, for better readability, "Service Facility" is used for the operator of the Service Facility.

Service Facility contact details

NAME - POSITION - SERVICE	TEL-MOBILE	E-MAIL
Railplanning 1700	+32 3 730 40 61 +32 3 730 40 62 +32 3 730 40 63	RailplanningagDL.antw@dpworld.be
Terminal Operations Supervisor	+32 3 730 40 22	Opsman1700.antw@dpworld.be
Head of Operations	+32 3 730 40 29	
Terminal Operations Manager	+32 3 730 40 30	
Customer Relations Manager	+32 3 730 45 99	Customer.relations.antw@dpworld.be
Security 1700 – for access	+32 3 730 49 49	Security1700.antw@dpworld.be
Business Development Manager Commercial Department	+32 3 730 33 73	Commercial.AG@dpworld.be
TO BE CONTACTED IN CASE OF INCIDENT/EMERGENCY NUMBER:		
Terminal Operations Supervisor	+32 3 730 40 22	Opsman1700.antw@dpworld.be
Security 1700	+32 3 730 49 49	Security1700.antw@dpworld.be
TO BE CONTACTED IF DAMAGE FOUND:		
Claims coordinator Risk, Legal & Insurance	+32 3 730 33 29	Risklegal.antw@dpworld.be
Rail planning	+32 3 730 40 61	RailplanningagDL.antw@dpworld.be
Opsman 1700	+32 3 730 33 22	Opsman1700.antw@dpworld.be

Before the Service Facility is entered for the first time, a meeting shall be scheduled, and the Railway Undertaking shall provide its relevant contact details to the operator of the Service Facility using the form in Appendix 5.

4. Access

ROAD ACCESS	ACCESS BY RAIL	GPS COORDINATES
Geslecht, Haven 1910 9130 Beveren (Doel), Belgium	DP World – K1700 Station code 2526 Antwerpen – WH – Noord B. Kalishoek Pt-Car B. Kalishoek ID: 1823 UIC: 25263	51°17'03.1"N 4°15'56.8"E

A general overview of the installation can be found in Appendices 1 and 2.

5. Opening hours

Administrative opening hours	Monday to Friday 8 am to 5 pm
Operational service times	see https://www.dpworld.com/en/antwerp/contact-us/visitors

Service is available from Monday 6 am to Saturday 1:30 pm. Parking for vehicles is available 24/7 by contacting the Service Facility's Security department ("Security").

In case of planned maintenance or repair work affecting the service, the Service Facility shall inform the Railway Undertaking in writing as soon as reasonably possible. The Service Facility shall make every effort to minimise any possible negative impact of the changes.

6. Description of the installations

6.1. Available tracks

TRACK	ELECTRIFIED	OPERATIONAL LENGTH	SLOPE (MM/M)	DEAD END
255	No	620 m	Spirit level	No
256	No	620 m	Spirit level	No
257	No	620 m	Spirit level	No
258	No	620 m (650 m subject to conditions)	Spirit level	No
259	No	620 m (650 m subject to conditions)	Spirit level	No
260	No	620 m (650 m subject to conditions)	Spirit level	No

A track plan can be found in Appendix 2.

The vehicles shall be placed by the Railway Undertaking on the track designated by the Service Facility.

6.2. Maximum codification for combined transport

N/A

6.3. Bend radii smaller than 150m

N/A

6.4. Steep slopes

N/A

6.5. Security equipment on the tracks

ISPS-ports

6.6. Intermediate track width

Standard (+/- 4.5 meters)

6.7. Technical equipment for loading and discharging

Rail crane Femont has:

- a track gauge of 29,015 m over the 6 tracks
- load under the crane of max. 50 tonnes.

In case of unavailability of the crane discharging is only possible on track 260 with a reach stacker.

6.8. Intrusion into the free space profile

N/A

6.9. Procurement of vehicles

Very exceptional and always to be requested in advance from the Service Facility's Rail Planning Department (procurement can only take place on Track 1, if applicable).

6.10. Place for loading and discharging road-rail vehicles

N/A

6.11. Interaction with terminal traffic – cranes

There are no level crossings.

Interaction is possible with the spreader of the rail track crane.

Prior approval is required from the Service Facility's Security department for access to the terminal.

II. CAPACITY/COSTS

7. Capacity coordination & allocation

The Service Facility shall, at the RU's request and to the extent reasonably possible, communicate transparently about (available) capacity on its rail facility, temporary capacity restrictions and about planned work that could have a major impact on the operation of the Service Facility.

The Service Facility shall always treat the requests for slots in a non-discriminatory manner and, to the extent reasonably possible, in accordance with the following principles.

7.1. Different types of slots

A distinction is made between three¹ different types of slots:

- 1) Fixed slots/series² requested for a full “train path year”. The same deadlines for requests are used here as for requests for a train path for a complete train path year X+1 as prescribed by Infrabel (April year X-1), see Network Statement Infrabel - New Path Requests;
- 2) Fixed slots/series requested for a full “train path year”, independent of the deadline of the annual train paths (possible at any time in the year, valid until start of new annual train paths), see Network Statement Infrabel - Late Path Requests;
- 3) Ad hoc requests are handled on a first come, first serve basis, see Network Statement Infrabel – Ad Hoc Path Requests.

Regular slots for a full year, taking into account the annual train paths, have priority over regular slots without annual train paths. The latter, however, have priority over ad-hoc requests.

The Service Facility will acknowledge receipt of the slot request as soon as possible.

Furthermore, the Service Facility will respond to the various slot requests in accordance with “Decision D-2021-04-S on determining the reasonable time limit within which responses must be provided to requests by railway undertakings for access to service facilities and rail-related services” issued by the Regulatory Body for Rail Transport.

7.2. Coordination procedure in the event of conflict

If two or more parties have requested the same slot for the same customer, this slot will be reserved for the common customer, but awarded to the party that can finally present a contract acceptable to the operator of the Service Facility.

If slots are requested for the same time/period for different customers, the following procedure is applied:

¹ When requesting a slot for placement, it is advisable to specify the pick-up slot as well

² Fixed slots/series or “regular slots” is a set of frequent slots per week between the Service Facility and the same destination(s).

- The operator of the Service Facility will start negotiations to find a good solution for all parties by proposing alternatives.

If no solution can be found, the following rules apply:

- The request for a fixed slot/series that is expected to guarantee the highest annual turnover for the Service Facility (# trains * TEU or wagons/train * price/TEU or wagons) will obtain the slots. Therefore, a minimum turnover will have to be guaranteed for these fixed slots/series.
- When considering the expectation of highest annual turnover existing contracts and experience from previous years are taken into account, as well as any underutilisation of (part of) allocated capacity and the reasons for underutilisation in the last five years. Punctuality in terms of documentation and use of slots shall also be taken into account.

Where no viable alternative is available and it is impossible, on the basis of demonstrated need, for the Service Facility concerned to accommodate all requests for capacity, the applicant may complain to the regulatory body, which shall consider the matter and, if necessary, take measures to ensure that an appropriate proportion of capacity is allocated to the applicant concerned.

7.3. Formal requirements for slot requests

7.3.1. In general

- If an RU submits a new application the RU shall provide the name of the client it does the demand for.
- If a Candidate submits a new application the Candidate shall provide the name of the Railway Undertaking he will appoint or he intends to appoint. That way the Service Facility is aware of potential double applications.

7.3.2. Regular slots

A slot on the Service Facility must be requested by the Railway Undertaking directly from the Service Facility, Rail Planning Department and/or the Business Development Manager. In this case, the Railway Undertaking contacts the Service Facility by e-mail/phone/RTS. Minimum content of the application consists of arrival time, scheduled departure time (incl. inspection), train number, length, weight, (scheduled) number of wagons, type of wagons, number of moves & the contact details of all parties involved in the slots.

If certain information is not yet available or detailed information is missing, it is the responsibility of the Railway Undertaking to inform the Service Facilities as soon as possible by e-mail/phone/RTS and at the latest eight hours before the start of the slot, except for trains on Sunday and Monday first shift, for which the information must be provided at the latest on the previous Saturday at 10 am.

7.3.3. Ad Hoc Requests

A slot on the Service Facility must be requested at least 48 hours in advance (excluding weekends and public holidays).

In this case, the Railway Undertaking contacts the Rail Planning Department of the Service Facility by e-mail/phone/RTS. Minimum content of the application consists of arrival time, scheduled departure time (incl.

inspection), train number, length, weight, number of wagons, type of wagons, number of moves & the contact details of all parties involved in the slots.

The Service facility undertakes to respond to ad hoc requests within 24h from the time of request, except Saturday 1:30 pm to Monday 6 am.

8. Charges

8.1. Access

An access fee must be paid by the RU for each train placed on the Service Facility.

SERVICE	FEE	REMARK	POSSIBLE DISCOUNT
Access fee	EUR 100/incoming set	Settled only when set is brought in	N/A

8.2. Cancellation – non-respecting of slot

SERVICE	FEE	REMARK	EXCEPTION
Cancellation: – shifts 1 and 2 on weekdays – shift 3 and all weekend shifts and shifts on public holidays*	EUR 3,120.00 per normal day shift on weekdays (shift 1 and 2) EUR 4,900.00 per shift for night shift, weekend shift and shifts on public holidays (shift 3)	This fee will be charged if cancellation has not taken place in accordance with the terms described in article 8.3.1.	Proven force majeure**
Delay fee: in case of placement and collection with a delay of more than 2 hours	See above	The delay fee will only be charged after 2 hours delay and/or if notification was not given on time.	Proven force majeure**

*

shift 1: Monday - Friday, 6 am to 2 pm

shift 2: Monday - Friday, 2 pm to 10 pm

shift 3: Monday - Thursday, 10 pm to 6 am, Friday 10 pm to Monday 6 am, day before a public holiday 10 pm to subsequent ordinary working day 6 am. Sector holidays and bridging days before or after a public holiday are assimilated to public holidays.

A working day is therefore only Monday, Tuesday, Wednesday, Thursday and Friday, 6 am to 10 pm, unless it is a public holiday.

**

Force majeure is defined exclusively as follows: circumstances which are not attributable to the Railway Undertaking and which make it absolutely impossible for the Railway Undertaking to fulfil its commitments. Strikes, lock out, staff shortage, theft, machine breakdown and a cyber-attack disrupting ICT are not considered as force majeure. Force majeure events occurring on the part of third parties on which the Railway Undertaking depends in whole or in part for the performance of its undertakings shall never constitute force majeure on the part of the Railway Undertaking.

In case of force majeure with respect to the Railway Undertaking, the Railway Undertaking shall immediately inform the Service Facility in writing of the force majeure situation. In doing so, the Railway Undertaking will

describe all relevant details, how the Railway Undertaking has been prevented from performing its obligations and the estimated duration of the force majeure situation. The Railway Undertaking will keep the Service Facility informed about the development of the force majeure situation. If the Railway Undertaking invokes force majeure, it must make all reasonable efforts at its own expense to end the force majeure situation as soon as possible.

8.2.1. Cancellation

A slot can be cancelled free of charge every working day before 10 am or on working days at least 8 hours before the start of the slot, whichever is earlier.

If a slot is cancelled late or not cancelled, a charge will be invoiced in accordance with the overview above.

8.2.2. Non-respecting of slot

If the Railway Undertaking does not wish or is prevented from placing or collecting a train set at the specified time, the Service Facility shall be notified at least 2 hours before the booked start of the slot. If this is not done, the delay fee in accordance with Article 8.2. will be charged from the first hour from the start of the slot. On request the Service Facility can then inform which railway undertaking has the next slot, this in order to possibly find a solution together and thus avoid any fees.

If a placement or collection occurs more than 2 hours after the start or end time of the slot, the RU is obliged to coordinate the further planning and possible placement and collection with the Service Facility. The Service Facility reserves the right to cancel the slot so as not to jeopardise subsequent slots or service provision work.

In any case, in case of a delay of more than 2 hours, even after notification, an hourly fee will be charged pro-rata depending on the shift, see overview in article 8.2.

8.3. Services offered

The services described below must be requested by e-mail/telephone from the Rail Planning Department of the Service Facility. The Service Facility reserves the right to refuse the service for a valid reason. The Railway Undertaking uses the offered services as a prudent and reasonable person.

SERVICE	FEE	REMARK	POSSIBLE DISCOUNT
Container weighing	See https://www.dpworld.com/en/antwerp/services/antwerpgateway/container-weighing		N/A
Waiting slot	EUR 50.00 per vehicle for every 24 hours, to be reimbursed in full from the first minute per 24 hours	A waiting slot applies to the early arrival and/or longer stay in case of a slot already granted or pending or without a slot. A waiting slot must be requested and approved by the operational department of the Service Facility. A waiting slot shall be requested every working day before 10 am or on working days at least 8 hours before the start of the slot, whichever is earlier.	N/A

		A waiting slot will never be granted for dangerous goods. The Service facility excludes any liability in case of a request for dangerous goods.	
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8.4. Other services

Exceptionally, refueling can be done at the service facility at the locomotive. However, this is only possible if the following conditions are met;

- 1) A refueling protocol must be prepared in advance with all necessary information. This protocol must comply with current safety regulations and be provided with current traffic plans of the service facility. The prepared refueling protocol must be approved by the service facility.
- 2) An SDS sheet regarding the product to be refueled must be provided and delivered and approved by the service facility.
- 3) All agreements must be made in consultation with the refueling company.

Only if the above conditions are met, it is possible to apply for terminal refueling of a locomotive. A sample refueling protocol can be requested from the service facility.

8.5. Adjustment of charges

The charges as shown in this Operating Protocol are the charges applicable from 15 January 2024.

The Service Facility reserves the right to adjust the charges by indexation and/or increase. Information on the most up-to-date charges is available on request through the Commercial Department of Service Facility (Commercial.AG@dpworld.be).

Furthermore, an annual index adjustment will be made at the turn of the year.

III. OPERATING INSTRUCTIONS

9. Access to and departure from the terminal

9.1. Registration - access to the terminal

Persons requiring access to the terminal must be on the list at the Service Facility's Security Department. Only persons who have been reported in advance and are on this list will be granted access to the terminal.

It should also be communicated in advance which persons within the Railway Undertaking can/are allowed to give these names to the Service Facility's Security Department.

Access for service vehicles is through Security at Geslecht, 9130 Doel. They can then be driven to the parking areas at the ends of the rail track via the terminal road.

Every day at 10 am at the latest, all information for the next 24 hours should be submitted to the Service Facility for its staff orders. The information includes the preliminary or, if available, the definitive loading and discharging list and the seal numbers.

At the latest 8 hours before the start of operations, the Service Facility should be informed of the definitive loading and discharging lists, seal numbers and composition of train wagons and wagon specifications. The Service Facility should also be clearly informed which wagons are damaged and which the Service Facility is therefore not allowed to reload. The corresponding damage labels are applied by the Railway Undertaking's technical services and must not be removed by the Service Facility under any circumstances.

Minor changes, in each case to be coordinated with the Service Facility's Rail Planning Department, should be communicated no later than 3 hours before the start of operations.

9.2. Sign-off - departure from terminal

The Rail Planning Department of the Service Facility creates a wagon/container combination list (not a waybill!) as soon as operations are completed and this via EDI.

9.3. Arrival and departure by road or rail

9.3.1. By road

For access to the terminal and departure from the terminal by road, see I.4 above.

The driving route to be followed and the (safety and security) instructions to be observed can be found:

- see traffic plan in the visitor guide available on the website <https://www.dpworld.com/en/antwerp/contact-us/visitors>,
- see IV.22.1. for internal transport,
- see Annex 3 on safety instructions.

9.3.2. By rail

Authorisation for opening/closing railway gates is through the Service Facility’s Security Department. Only persons pre-notified by the Railway Undertaking may ask the Security Department to open the port.

Except between Saturday afternoon 1:30 pm and Monday morning 5 am, the Railway Undertaking shall contact the Service Facility's Rail Planning Department at least half an hour before the scheduled arrival and before the scheduled departure to announce the arrival of the train. The Service Facility’s Rail Planning Department shall inform the Railway Undertaking on which track the train may be placed.

There should be telephone contact with the Service Facility’s Rail Planning Department in advance to announce arrival and departure.

10. Authorised shunting

Only standard shunting is allowed. It is forbidden to fly shunt wagons or allow them to run free on the connecting track.

Preference is given to shunting in pushed-up movement as pushed-up movements withhold greater risk.

11. Applicable speeds

11.1. Road vehicles

At the terminal, the speed limit for road vehicles is 30 km/h.

11.2. Railway vehicles

The speed limit is 10 km/h for both hauled and pushing movements.

12. Damaged vehicles

It must always be ensured that all wagons arriving at the Service Facility can also depart in accordance with the regulations. Splitting up/adjusting wagons is not possible under any circumstances.

If departure is impossible and therefore collection occurs later than 2 hours after the expiry of the slot, a cost of EUR 17.00 per started day (24h) after the expiry of the booked slot for each vehicle collected later will be charged to the Railway Undertaking. The provisions of Article 8.2. shall not apply.

13. Passing through of level crossings

Crossings that need to be kept clear are marked.	N/A
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14. Immobilisation of vehicles

During operations, the locomotive must be separate from the wagons.

15. Inspection of vehicles

Inspection must commence 2 hours before departure at the latest.

The Railway Undertaking checks the wagons for defects and damage, to the best of its ability, according to the applicable guidelines when they are placed on the Service Facility's track facilities. If, when collecting the wagons,

employees of the Railway Undertaking notice damage to the load or to the wagons, this damage shall be deemed to have already been present before the handling at the railway sidings of the Service Facility, unless the Railway Undertaking proves otherwise. A “Wagon Damage Report” as listed in Appendix 4 can be prepared.

All containers delivered to the Service Facility’s track facility must comply with ISO standards (shape + corner castings) and must be correctly labelled if applicable. Doors must be properly closed, and all handles tightened in the container's combs.

Any comments should be reported to the Service Facility as soon as possible so that they can take action if necessary. The Service Facility should always confirm in writing for settlement costs of extra moves and/or assistance.

Labels are not applied by the Service Facility. The application of the legally required labels relating to the transported dangerous goods (RID) is the responsibility of the rail operator or Railway Undertaking. Transport labels are also applied by the Railway Undertaking.

The Service Facility confirms that the technical wagon check can be performed on both sides of the track at the interchange point. Particular attention is drawn to the bottleneck danger on Track 1 and Track 6 (position of track crane).

16. Repair of vehicles

The repair of vehicles is only allowed after prior consultation with the Service Facility and this without prejudice to the provisions of Article 12. However, repairs cannot be carried out by the Service Facility.

17. Communication channels

There are no limitations with regard to standard communication devices (CB - mobile phone - radio station and so on) - their use is not permitted while driving vehicles on the Service Facility’s terminal.

Copino (loading and discharging) are supported. There is no support for XML (yet).

Word and Excel are allowed for new customers (Railway Undertaking) for a maximum of 3 months.

If, after three (3) months, communication is still via Word and/or Excel, the Service Facility will charge an administrative fee of EUR 200 per loading/discharging.

18. Causing damage

Each party is liable for the damage it causes. The damage will be reported in writing to the other party.

The Railway Undertaking shall be responsible for damage to the infrastructure of the Service Facility, the vehicles being transported, and the cargo being transported, arising or caused during the operation, unless the Railway Undertaking can prove that the damage was not caused by its actions.

The Railway Undertaking is also liable to the Service Facility and will indemnify the Service Facility for the damage caused by the goods it transports (up to the time of discharge) and this without any fault or negligence on the part of the Railway Undertaking.

The Railway Undertaking only is liable for any damage resulting from wrong information the Railway Undertaking has transmitted to the Service Facility.

The Railway Undertaking using the rail connection of the Service Facility shall have appropriate insurance cover including, inter alia, environmental damage. Certificates of insurance shall be remitted upon first request.

The Service Facility shall be liable for any direct damage caused to employees and/or material of the Railway Undertaking, which directly results from the proven non-compliance or inadequate compliance with the provisions of this Operating Protocol by the Service Facility.

The Service Provision shall not be responsible for any damages/costs incurred by the RU due to non-availability or delayed availability of a slot due to prior railway undertakings not leaving their slots in time for any reason.

The Service Facility is not liable for any damage due to defect of the track or poor maintenance as these tracks are owned and maintained by Infrabel.

Indirect damage, such as, among others, financial or commercial losses, loss of profit, increase in overheads, disruption of schedules, loss of hoped-for profits, clientele or savings, can under no circumstances give rise to compensation, except in cases of fraud or intent.

The Service Facility shall not be entitled to repair damage of one or more vehicles on its own initiative, but shall be obliged to report the damage to the Railway Undertaking as soon as possible after it has been ascertained, and if the Service Facility is liable for the damage to reimburse the justified costs of repair. The Service Facility shall also grant access to the Railway Undertaking's employees to repair the vehicles.

IV. SAFETY AND SECURITY REGULATIONS

19. Principles

The parties undertake to strictly observe the safety and security regulations in force at all times and, if necessary, to actively participate in the coordination of activities relating to health and safety.

The Service Facility shall make all reasonable efforts to provide for the proper and safe driving and accessibility of the Service Facility's terminal.

20. Personal protective equipment (“PPE”)

The mandatory PPE to be used is included in the visitor guide at <https://www.dpworld.com/en/antwerp/contact-us/visitors>.

21. Prohibition

- There is a general ban on alcohol and smoking.
- It is prohibited to enter the operational zone outside the railway zone.
- It is prohibited to walk or drive under a load.

22. Company-specific access requirements

22.1. Internal Transport

Internal transport to the railway zone can only take place via the clearly marked ring road. Vehicles can only be parked next to substation B in the space provided (see Appendix 3). A traffic plan is available in the visitor guide or can be requested from the Security department on arrival.

If necessary, a request can be made to the Security department for a van to escort to the railway zone and back: phone +32 3 730 49 49.

It is strictly forbidden to enter the operational zone. Walking between a parked train on track 1 and the rail track crane is not permitted, because of the danger of becoming crushed. Vehicles may not be driven alongside the track.

22.2. Personal data

The Railway Undertaking shall provide the Service Facility with a list of all employees who intervene in the track handling at the Service Facility. The Railway Undertaking shall inform the Service Provider without delay of any change in its staffing levels with regard to staff intervening at the Service Facility.

Personal data are always processed in line with relevant legal provisions. The privacy policies of AG are available at <https://www.dpworld.com/en/antwerp/privacy-policy>.

22.3. Safety instructions

Safety instructions can be found in the visitor guide on the website <https://www.dpworld.com/en/antwerp/contact-us/visitors>. It is the Railway Undertaking's duty to ensure that its personnel fulfil these obligations.

22.4. Taking pictures

Taking pictures of own vehicles can be done by the inspector. He/She should always do so from a safe location. Under no circumstances may pictures be taken of the ISPS facilities of the Service Facility.

23. Safety of personnel

23.1. Condition of tracks and surroundings

In order to ensure safe operation, the Service Facility shall keep the surface and the environment around the tracks, including walkways, clean and free from obstacles and any form of obstruction, and provide adequate lighting on and around the siding.

23.2. Safety instructions

It is the Railway Undertaking's duty to ensure that its staff comply with the safety instructions. The visitor guide on <https://www.dpworld.com/en/antwerp/contact-us/visitors> contains a number of obligations.

24. Measures for handling dangerous goods

The actions and responsibilities of the Service Facility regarding dangerous goods are listed below:

- Establish internal procedure for leaking containers;
- organise live exercises with leaking containers;
- Providing spill box with leak control equipment on site;
- Providing spindle valves for sewer closure on site;
- Assistance of fire brigade in case of emergencies;
- Provision of drip trays for leaking units;
- Appointment of external safety adviser for hazardous goods (Indago).

The actions and responsibilities of the Railway Undertaking are listed below:

- Timely provision of waybill with all necessary legal information regarding the load present on the train set. This should be in possession of the terminal before arrival of the train.

25. Confidentiality and external communication

25.1. Definitions

“Confidential Information” means:

- all information, by whatever means, and material, on whatever medium, transmitted by one party to the other party prior, during or after the term of the Operational Protocol;

- all information, by whatever means, and material, on whatever medium, by one party, directly or indirectly related to its business operations (or of any of its affiliates), including Research & Development, production processes, major and/or strategic lines, software, samples, devices, demonstrations, know-how, trade secrets and other material or information under any description or form, whether or not subject to or protected by copyright, trademark protection, patent and this prior, during or after the term of the Operational Protocol, and personal data;
- the fact of the cooperation of the parties, and;
- all conditions and all (partial) agreements reached between the parties, or proposed by one party to the other in relation to the Operational Protocol.

In particular, the following documents and information are considered confidential:

- contracts of either party (and its affiliates) with third parties;
- any information of the parties for which access is required and given on the Sharepoint or any other ICT environment;
- any information, as gathered during the cooperation, concerning the parties in general (including all affiliated companies) and, in particular, the internal functioning of the party concerned (including all its affiliated companies);
- any personal data falling within the definition of 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 and repealing Directive 95/46/EC (General Data Protection Regulation).

25.2. Confidentiality

25.2.1. Confidential character

Parties undertake to keep the Confidential Information strictly confidential.

This means, inter alia, that each party shall keep the Confidential Information strictly confidential and shall only use it for the purpose for which it was intended. Any other use shall always require the prior written consent of the other party.

The Railway Undertaking shall not communicate with external parties regarding the cooperation without prior, explicit and written approval by AG's communications manager via communications.antw@dpworld.be. This obligation means, inter alia, that the RU undertakes not to mention the cooperation in any publicity through any medium whatsoever, nor as a reference without the prior consent of AG. The RU also undertakes to impose the same obligation on its employees, consultants and subcontractors and to ensure strict compliance with it. In principle, only AG decides and organises communication about the cooperation.

25.2.2. Use

A party shall only disclose the Confidential Information to its affiliates, associates, consultants and employees on a strictly need-to-know basis in the context of the cooperation and always upon prior written consent thereto by the other party and only for the purpose for which the Confidential Information has been disclosed (hereinafter

"Permitted Use"). The parties undertake to cause those involved in the Permitted Use, both internally and externally, to comply with the terms of this Agreement and to be jointly and severally liable hereunder.

25.2.3. Editing

The parties are strictly prohibited from copying, reproducing, adapting, disclosing themselves or have somebody do the above in any manner whatsoever, confirming or denying Confidential Information without the prior and written consent of the other party itself or anyone else, unless compelled to do so by law, by enforceable judicial or equivalent decisions or by stock exchange regulations. If one of the parties is compelled to disclose Confidential Information, it will always notify the other party prior to disclosure, where notification is permitted under the law.

25.2.4. Property

Parties expressly acknowledge that all Confidential Information, if legally possible, is proprietary to the providing party and that the other party is neither granted any property right nor any licence in respect of the Confidential Information.

25.2.5. No warranty

Parties acknowledge explicitly that the Confidential Information is only provided in the context of Operational Protocol, but that no guarantee is given with regard to its accuracy, adequacy and/or completeness. The providing party (including its affiliates) can never be held liable towards any person on the basis of (the use of) the Confidential Information.

25.2.6. Return

Parties undertake to return all Confidential Information received on any medium to the other party, or to destroy it completely and securely and provide evidence thereof, at the option of the party providing Confidential Information and within 7 working days of its request to do so unless there is a legal obligation to retain it.

25.3. Exceptions

However, the confidentiality and Permitted Use obligation do not apply to information:

- which the receiving party can prove was already in its possession at the time it was first obtained from the other party;
- which, at the time it was obtained from the providing party, was already in the public domain;
- which, having been obtained from the providing party, has become generally known without fault of the receiving party;
- which the receiving party obtained from a third party that possesses the relevant information in good faith and is entitled to communicate it to the receiving party;
- which the receiving party can demonstrate was developed independently by itself without using or relying on information received from the providing party.

25.4. Duration

The commitment to confidentiality applies until 5 years after the transmission of the last Confidential Information.

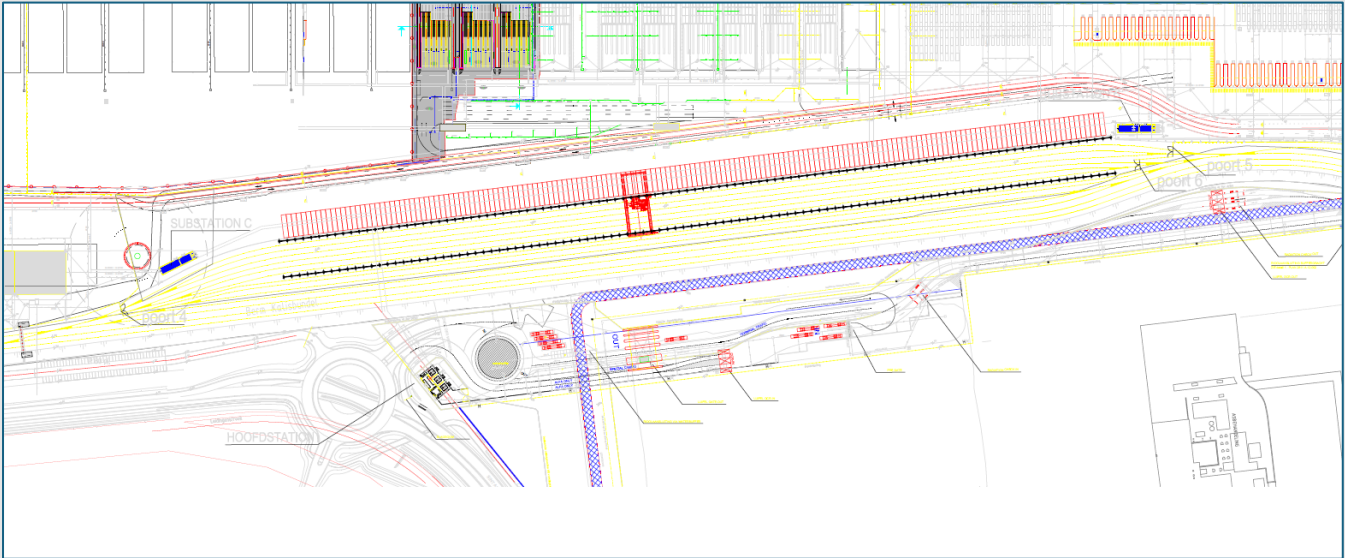
25.5. Damages

If a party fails to comply with its obligations under this Operational Protocol, it will be liable to pay damages of EUR 10,000.00 per breach, without prejudice to the other party's right to higher damages, if case be.

A breach of the confidentiality obligations shall be considered grave misconduct and shall entitle the other party to terminate the main agreement without being liable to pay any damages to the party that committed the breach.

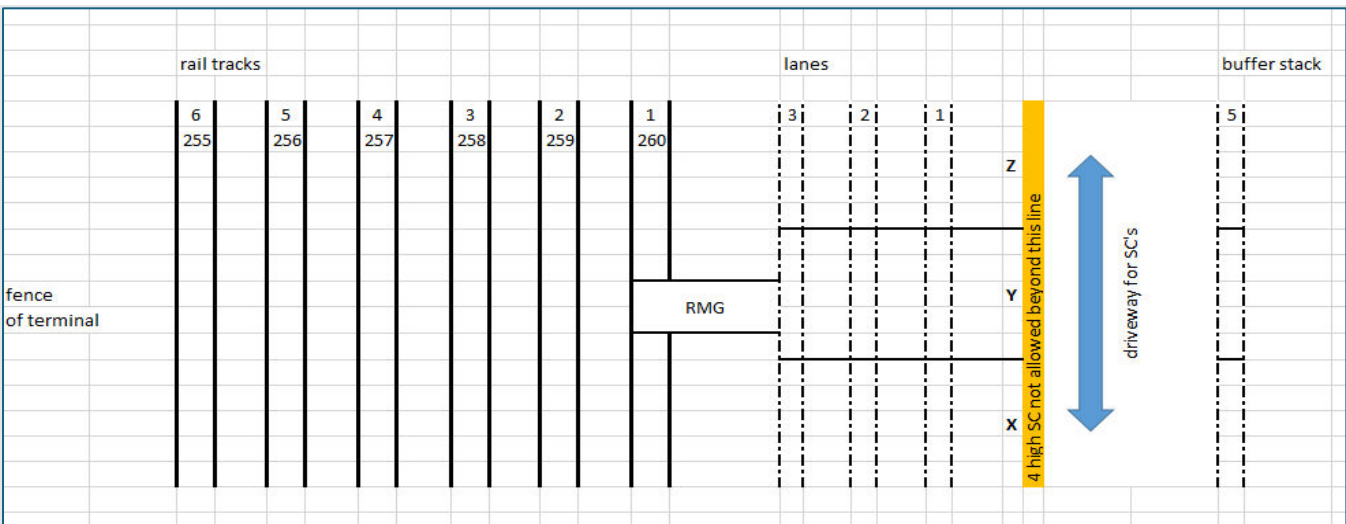
V. APPENDICES

Service facility site plan



Appendix 1: Overview rail terminal

Rail track plan



Appendix 2: numbering of tracks

Safety instructions

See the visitor guide on the website <https://www.dpworld.com/en/antwerp/contact-us/visitors>

PARKING SERVICE VEHICLE @ Antwerp Gateway K1712 bundle Kalishoek



The parking spaces to be used can be found:

- Near the electricity stations
- In connection to the ring road and the rail terminal
 - **NEVER in a stack between the containers**

Notification of damage

Ref: General Contract of Use (GCU) – article 16 & Appendix 4

1. General Information

User RU	<input type="text"/>	Report ID	<input type="text"/>
Consignment n°	<input type="text"/>	Train n°	<input type="text"/>
Place at which damage detected	<input type="text"/>	Damage detected on	<input type="text"/>
Forwarding Station	<input type="text"/>	Destination Station	<input type="text"/>
Date of Dispatch	<input type="text"/>	Loaded State	<input type="radio"/> Loaded <input type="radio"/> Empty

Wagon number

Keeper

Keeper's address or e-mail address

2. Description of damage

Damage code as per GCU App. 9	Description of Damage
Damage 1 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="radio"/> New damage <input type="radio"/> Old damage	<input type="text"/>
Damage 2 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="radio"/> New damage <input type="radio"/> Old damage	<input type="text"/>
Damage 3 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="radio"/> New damage <input type="radio"/> Old damage	<input type="text"/>

Additional Remarks

An exact description of the damage will be produced during repairs and will be sent to the keeper.

3. Labels found on wagon

Sample K M I R1 U Date

RU that created labels found on wagon

4. Sample of Labeling

Sample K M I R1 U Wagon Detached Dispatch to Workshop Before unloading After unloading

5. Damage detected upon acceptance

GCU signatory RU Non-GCU signatory RU Connecting Railway

Company

6. Details of cause/perpetrator of damage

Wear and Tear

Impact damage in course of railway operations

Third Party Involved

Name Third Party

Address Third Party

Third Party's Signatory

Not ascertainable

Place/Date Contact

Attachments

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Railway Undertaking information sheet

Before entering the Service Facility, the Railway Undertaking must provide the following contact details to the operator of the Service Facility.

Contact details for Railway Undertaking

NAME - POSITION - SERVICE	TEL-MOBILE	E-MAIL
TO BE CONTACTED IN CASE OF INCIDENT/EMERGENCY NUMBER:		
TO BE CONTACTED IF DAMAGE FOUND:		