



SŽ – Tovorni promet, d.o.o.

0800.01

GENERAL TERMS AND CONDITIONS (GTC)

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0 Services of SŽ – Tovorni promet, d.o.o.

SŽ – Tovorni promet, d.o.o. (hereinafter: SŽ-TP) carries out the transport of goods in inland and international transport. In addition to rail transport (from the forwarding station to the destination station or to an industrial track), it also delivers consignments by road using road vehicles – providing door-to-door transport. It also provides additional services related to transport (such as storage, weighing, transconsignment, etc.). SŽ-TP also carries out all types of customs procedures related to the import, export and transit of goods.

The goods are transported in wagons provided for transport by the carrier and in wagons provided by the user.

SŽ-TP has wagons for container transport in its wagon fleet.

Options include classic transport, in which transport is carried out only on railway tracks, or in a combined mode, in which the user chooses from different modes and types of transport.

Depending on the quantity of goods submitted for transport by an individual user, the goods can be transported as a single consignment or as an entire train (group of wagons).

If the consignment that the user intends to hand over for transport deviates from the usual norms (in terms of weight, dimensions, axle load), the user is advised to find appropriate solutions. Such a consignment can be transported as an exceptional consignment by using special and additional technical and safety measures.

To address transport needs and establish direct contacts, users have access to a sales network across Slovenia and abroad with contact information on the website of SŽ – Tovorni promet www.slo-zeleznice.si/sl/tovorni-promet, where they can receive advice and assistance when organising and carrying out transport.

1 List of abbreviations and terms

ABB CIM	General Terms and Conditions of Carriage for International Freight Traffic by Rail
CIM	Uniform Rules concerning the Contract of International Carriage of Goods by Rail (Appendix B to the COTIF Convention)
COTIF	Convention concerning International Carriage by Rail
CUV	Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (Appendix D to the COTIF Convention)
DIUM	Uniform Distance Table for International Freight Traffic
GCU	General Customs Directorate
GLV- CIM	Consignment Note Manual – (0883.05)
GLW-CUV	CUV Wagon Note Manual – (0885.02)
SDR	List of SŽ-TP wagonload service points, distance table and routing codes for the carriage of goods – (0800.03)
EC	Exceptional consignment
Exceptional consignment	is a consignment or a wagon that, in addition to regular transport conditions, must also meet special conditions for safe and orderly transport.
AŽP	Public Agency of the Republic of Slovenia for Railway Transport
JE	Journal entry
International transport	includes a dispatch of consignments accepted for transport with a direct CIM consignment note or a CIM/SMGS consignment note issued for a route that crosses the territory of at least two countries.
Load limit	The load limit of a wagon is the mass up to which a wagon is permitted to be loaded based on the technical design of the wagon (wagon load capacity) or the most unfavourable axle load on the route of the consignment to the destination station. The mass that can still be loaded onto a wagon taking into account the technical characteristics of the wagon and the lowest axle pressure on the route – the maximum permissible load of the wagon.
Customer	is a natural person or a legal entity ordering a service from SŽ-TP.
Inland transport	is a transport of consignments between SŽ-TP railway stations (except to/from the Lendava station).
Payer	is a person who assumes the obligation to pay carriage charges and other services.
Station	Wagonload service point is intended for carrying out freight transport activities. Depending on the activity performed, the station can be: forwarding (station at which the consignor hands over the consignment for transport), destination (station where the consignee collects the consignment note and the goods), intermediate (station on the route of the consignment where the consignment is weighed, subject to customs, etc. at the consignor's request), home (station where activities are also carried out for the stations without commercial personnel, i.e. for so-called unoccupied stations). In the list of stations (0800.03), unoccupied stations are marked with the letter "a".
Consignor carrier.	is a person who hands over the goods for transport and concludes a contract with the carrier.
Consignment	includes the goods handed over for transport with one consignment note.
Consignee	is a person authorised to collect the consignment note and the goods at the destination station.
Shunting	is any movement of rolling stock from one place to another within the station area.

Excessive load	is a section of the consignment that exceeds the load limit or the load capacity of a wagon.
Carriage charge of the consignment.	is the price of transporting the consignment from the acceptance point to the delivery point
Contract of carriage	is a contract concluded between SŽ-TP and consignor, whereby SŽ-TP undertakes to accept the consignment for transport and transport it in accordance with information in the consignment note within the transit period.
Carriage costs	is a common name for the price of transport, surcharges to the carriage charge, compensation for additional services, fees and other expenses of the carrier incurred during the transport.
Carrier	is a company whose main activity is the organisation and provision of transport services in inland and international railway transport.
RAP	Provisions for calculating the carriage charges and the price list of railway services – (0800.02)
RID	Regulation concerning the International Carriage of Dangerous Goods by Rail (Appendix C to the COTIF Convention)
Group of wagons	is a consignment consisting of several wagons, which are forwarded simultaneously for transport by one consignor at the forwarding station and are being sent to one consignee at the destination station. A group of wagons is accepted with one transport document and list of wagons CIT23.
Services	include transport and other services performed in connection with the transport or handling of goods.
User	is a person who acquires certain rights and assumes certain obligations based on a contract.
SŽ-TP	SŽ - Tovorni promet, d.o.o.
Consignment note	is a prescribed accompanying document that the consignor or their authorised representative must present to the carrier when handing over the goods for transport.
TTI	Tariff and Transport Information
UIC	International Union of Railways (Union Internationale des Chemins de fer)
Beneficiary	is a person who has the right to claim something from the carrier based on a contract of carriage.
Wagon note	is a prescribed accompanying document that the consignor must present to the carrier when handing over an empty wagon carried as a means of transport.
ZPPŽP	Railway Transport Contracts Act
ZVZeIP	Railway Transport Safety Act

2 Scope

2.1 The General Terms and Conditions for the Transport of Goods (hereinafter: GTC) govern the relationship between SŽ-TP and users. They are used in the direct transport of wagonload consignments in inland rail transport. In international rail traffic, they are used if the application of international tariffs or other regulations is not specified for these transports, as well as in cases not defined by international tariffs. Their provisions apply to classic and combined transport of wagonload consignments. They are also used in the provision of additional services.

2.2 When concluding a contract of carriage, the GTC become its integral part.

2.3 SŽ-TP and users may also agree on different terms and conditions. By means of a contract (customer, logistical agreement), they can agree on the method of ordering wagons and their reservation, time periods allowed for loading/unloading, transit period, place of handover, delivery of wagonload consignments by road, use of transconsignment machinery, carrying out of customs services, price of the services provided, payment terms and conditions, and more.

The terms and conditions agreed between SŽ-TP and users take precedence over the GTC.

2.4 Legal bases:

- **Railway Transport Contracts Act – ZPPŽ**, Official Gazette of the Republic of Slovenia, No. 61/2000;
- Railway Transport Safety Act – ZVZeIP-UBP3, Official Gazette of the Republic of Slovenia, Nos. 56/2013 and 91/2013;
- Community Customs Code and other regulations relating to customs activities;
- Transport of Dangerous Goods Act – ZPNB-UPB1, Official Gazette of the Republic of Slovenia, Nos. 33/2006, 41/2009, 97/2010 and 56/2015;
- Rules on waste management;
- Ordinance on the export/import and transit of waste;
- **Convention concerning International Carriage by Rail (COTIF) with all its appendices**, Official Gazette of the Republic of Slovenia, No. 5/2004 (International Treaties No. 2);
- Regulations issued by competent authorities regarding the operation of the railway and its relations with users of transport services.

2.5 The general terms and conditions for the carriage of goods include:

- General conditions of carriage and conditions of carriage for special types of transport;
- Provisions for calculating the carriage charge and the price list of railway services;
- List of border crossings;
- List of wagonload service points, distance table and routing codes for the carriage of goods;
- List of industrial track users;
- List of delivery or acceptance points;
- Loading regulations.

2.6 SŽ-TP enforces the GTC by publishing them in the Tariff and transport information (TTI). Their amendments and supplements enter into force in the same way.

2.7 When implementing the contract of carriage – from the acceptance of goods for transport to the delivery of the consignment to the consignee at the destination point – the transport and services are performed on the basis of the transport conditions and regulations applicable at the time of the conclusion of the contract of carriage.

3 Implementation of transport

- 3.1 The carrier transports the goods if:
- a) the user complies with the regulations relating to the specific transport;
 - b) loading, unloading and transport can be carried out with available human and technical resources without negative impact on the environment and resources;
 - c) the implementation of transport is not disabled by circumstances that the carrier cannot prevent or eliminate. The carrier notifies the beneficiary of the occurrence of limitations.
- 3.2 In the event of special commercial or transport and technological circumstances, SŽ-TP may temporarily suspend the acceptance of goods for transport or transport the goods based on a customer agreement while bypassing the provisions of the GTC.

4 Consignment note for inland transport, CIM consignment note for international transport

- 4.1 The user delivers the goods for transport as a wagonload consignment with a consignment note for inland transport. A sample consignment note for inland transport – (form GTC-1) with content and instructions for completion and procedure can be found in Appendix 1 to the GTC.
The consignment note must be completed in accordance with the order of wagons. In the event of discrepancy, SŽ-TP may refuse to accept the consignment.
- 4.2 In international transport, the user delivers the goods as a wagonload consignment for transport with a CIM consignment note. A sample CIM consignment note with content and instructions for completion and procedure can be found in “0883.05 – CIM Consignment Note Manual (GLV-CIM)”.
- 4.3 The consignment note must be completed by the consignor if not agreed otherwise.
- 4.4 One consignment note is issued for each wagon. Exceptions to this rule are regulated with a customer agreement (e.g. one consignment note for a trainload or a group of wagons, see point 16). If several wagons are forwarded with one consignment note, a list of wagons is entered in the consignment note and attached to the consignment note. Explanatory notes on the content of the list of wagons are in Appendix 3.

5 Wagon note for inland transport, CUV wagon note in international transport

- 5.1 If an empty wagon is handed **over for transport as a means of transport**, it is handed over with a wagon note for inland transport or a CUV wagon note in international transport. The form with its content and instructions for completion and the procedure can be found in “0885.02 – CUV Wagon Note Manual (GLW-CUV)”.
- 5.2 The wagon note must be completed by the consignor if not agreed otherwise.
- 5.3 One wagon note is issued for each wagon. Exceptions to this rule are regulated with a customer agreement (e.g. one wagon note for a trainload or a group of wagons, see point 16). If several wagons are forwarded with one wagon note, a list of wagons is entered in the wagon note and attached to the wagon note. Explanatory notes on the content of the list of wagons are in Appendix 3.

6 Ordering

6.1 Transport order

- 6.1.1 Before the intended transport, the user orders transport from SŽ-TP. When transporting goods in wagons owned by carriers, the **order of wagons** is considered the transport order. When transporting goods in wagons provided by the user, the handover of the goods for transport or the submission of a completed consignment note (or a CUV wagon note for empty wagons dispatched as means of transport) is considered a transport order.
- 6.1.2 The wagon order must be submitted no later than by 11.00 on the current day for the next working day. If the wagons need to be washed before being delivered for loading, the user must order the wagons at least five working days before the scheduled start of loading. The assignment of wagons to another user without the prior consent of SŽ-TP is not permitted. Prior consent from SŽ-TP must also be obtained in the event of loading a wagon contrary to the order (different type of goods, different destination station).
- 6.1.3 The user is responsible for the correctness, accuracy and completeness of their statements regarding the wagon order.
- 6.1.4 The delivered wagons must be clean and in a technical condition that allows for the intended use. If the user of the wagons delivered fails to complain within one hour of their delivery, it is considered that they were handed over in suitable condition.
- 6.1.5 The user uses the wagons accepted only within the framework of the ordered services. After their acceptance, the user is liable for all damages to the wagons during the entire time the wagons are in their possession. In this case, the user also covers the costs of transport of the wagons to be repaired.
- 6.1.6 The consignee must return clean wagons after unloading the goods. The wagons must be in the same condition as when they were taken over. If the consignee returns dirty wagons, cleaning will be carried out and all the costs incurred will be borne by the consignee.
- 6.1.7 The user can cancel the placed order. To cancel an order of wagons already delivered for loading or transported to the loading station, a fee must be paid in accordance with the Price list of railway services (RAP), marginal 50.3. The same applies to wagons that the customer received and failed to load. The ordering and cancellation procedure is defined in more detail in Appendix 4 of the GTC.

6.2 Service order

SŽ-TP provides services (e.g. shunting at a station, unloading or loading, delivery to the place of unloading, transport from the acceptance point, weighing, cleaning of wagons, etc.) based on a **written order**. The order serves as the basis for issuing an invoice. The user orders the services related to the implementation of the contract of carriage by entering the request in the consignment note.

7 Loading and unloading

- 7.1 The goods must be loaded by the consignor and unloaded by the consignee if not agreed otherwise. Loading and unloading are subject to the SŽ-TP regulations on loading and unloading, unless statutory provisions or other agreements provide otherwise. After loading/unloading is complete, the consignor/consignee must clean the loading/unloading area. A fee for cleaning the loading/unloading area in accordance with the Price list of railway services – 0800.02 (RAP) is charged for an area that was not cleaned.

- 7.2 **Time period allowed for loading** – The consignor must load the goods that they are handing over for transport within the time period allowed for loading, which is 7 hours and starts upon the handover of the wagon for loading or from the time when the handover could have been carried out, but this was not possible due to circumstances for which SŽ-TP is not responsible. **During the time period allowed for loading, customs and other administrative formalities are also carried out.** If the time period allowed for loading is exceeded, a demurrage will be charged in accordance with the Price list of railway services – 0800.02 (RAP).
Different times and time periods may be determined in a contract.
- 7.3 **Mass** – The consignor is obliged to **always** enter the mass of the goods in the consignment note, regardless of whether weighing is required or not. The carrier determines the mass only if the user requests official weighing or when the carrier has doubts regarding the stated mass. In this case, the mass determined during the official weighing applies in the calculation of the carriage charge.
- 7.4 **Sealing of wagons** – When accepting goods for transport, SŽ-TP places seals on loaded wagons and tank wagons unless officially recognised seals of the consignor have already been affixed before the acceptance for transport. Consignors' seals that meet the Euroseal standard must be previously approved by SŽ-TP. The consignor must submit a written application for approval and recognition, to which they must attach three samples of seals and a certificate from the seal manufacturer on the suitability of the material and technical characteristics of the seal (UIC 426).
On the basis of a written agreement between the carrier and the user, the sealing of wagons may be omitted for certain types of goods. A list of such agreements is available on the SŽ-TP file server.
- 7.5 **Conclusion of a contract of carriage** – A contract of carriage is concluded when the consignor has handed over the goods or the means of transport to be used to the carrier with a consignment note at the agreed location and during the business hours of the wagonload service point, and the carrier has confirmed the acceptance in the consignment note.
- 7.6 a) **Time period allowed for unloading** – The consignee must unload the wagon and return it to the carrier during the business hours of the wagonload service point and in accordance with Appendix 4 to this tariff within the time period allowed for unloading, which is 7 hours, and starts:
- from the time the consignee has been notified of the arrival of the consignment and the consignment is ready for unloading;
- from the time the wagon has been delivered to the unloading site and the consignment is thus ready for unloading;
- from the time when the handover could have been carried out, but this was not possible due to circumstances for which SŽ-TP is not responsible.
During the time period allowed for unloading, customs and other administrative formalities are also carried out. If the time period allowed for unloading is exceeded, demurrage is charged in accordance with the Price list of railway services – 0800.02 (RAP).
Different times and time periods may be determined in a contract.

8 Packaging

The consignor must, if this is required by the nature of the goods, pack the goods in such a way that they are protected during transport against total or partial loss, damage and in such a way that they cannot damage personnel, the means of transport or other goods.
The packaging must also comply with the carrier's special provisions for the transport of dangerous goods and waste.

9 Carriage charge and payment

- 9.1 The price of transport services includes:
a) carriage charge – the price of transport between the acceptance point of the consignment for transport and the delivery point of the consignment;

- b) costs of compensation for additional services provided by the carrier (list of compensation for additional services with prices is in the Price list of railway services);
- c) other costs of the carrier.

9.2 **Advance payment** – Advance payment is not permitted in inland and international transport.

9.3 **Collection on delivery** – Collection on delivery is not permitted in inland transport.

9.4 **Payment.** The user (consignor or consignee depending on the payment statement entered in the consignment note) pays for the services provided based on the invoice received or payment order. Payment in cash for the services provided is not possible at the station.

9.4.1 **Payment contract** – SŽ-TP concludes a payment contract with the user, in which the contracting parties agree on payment terms and conditions and accounting periods.

9.4.2 If the user fails to conclude a payment or customer agreement with SŽ-TP and advance payment (PNA) is not requested from them then the user pays for the services provided via an issued invoice (PIR).

9.4.3 The provisions under the preceding items are defined in more detail in Appendix 11 to the GTC.

9.5 **Operations at an intermediate station due to the formalities required by state authorities in connection with the transport of goods**

During the transport, the carrier performs the necessary intermediate tasks required by state authorities in connection with the transport of goods.

The obligation of the consignor or consignee or their authorised representative is to submit to the customs office all the documents necessary for carrying out customs formalities.

If the consignor entered a statement in box 7 of the consignment note: “16.5 – I request customs clearance through SŽ-TP in”, then SŽ-TP arranges to complete customs formalities. The consignor can determine the location where customs formalities are to be completed or they are carried out on the route (forwarding, intermediate or destination station).

The conditions, place of performance and type of customs formalities carried out by SŽ-TP on behalf of, and at the expense of, the user are set out in Appendix 12 to this tariff.

Procedures of state administrative bodies are carried out during their business hours. The list of customs offices where the railway customs procedure is carried out is published in 0800.03 (SDR).

For any delay of consignments at an intermediate station due to formalities required by state authorities in connection with the transport, fees are charged in accordance with the provisions of 0800.02 (RAP).

10 **Transit period**

10.1 The transit period is the period in which SŽ-TP must transport and deliver the goods to the consignee.

10.2 The transit period is agreed upon at the conclusion of the contract. If the transit period is agreed, the consignor enters the following statement in box 7 of the consignment note: “9 – *Agreed transit period*”. If the transit period is not specifically agreed upon in the contract, the transport is carried out within the period that starts from the moment of acceptance of the consignment for transport and lasts 24 hours for every **250 km** started. For inland consignments to the Port of Koper destination station, the transit period is extended by three working days.

The transit period does not include Sundays, statutory public holidays and non-working days.

10.3 The distance from the forwarding to the destination station refers to the route specified in 0800.03 (SDR) or the route agreed between the user and SŽ-TP.

If the goods are transported via a diversionary route due to circumstances that were not caused by SŽ-TP, the transit period is calculated based on the actual distance travelled.

10.4 **Transit period insurance.** Reserved

11 Subsequent requirements and instructions

11.1 **Amendment to the contract of carriage.** A user may request an amendment to the contract of carriage. The request for amendment must be submitted in writing with subsequent order CIT7.

A beneficiary may request an amendment upon the submission of the consignment note/duplicate or wagon note/duplicate.

In the event of an amendment to the contract of carriage resulting in:

- transport that should have been completed outside the customs territory, but is actually completed within the customs territory,
- transport that should have been completed within the customs territory, but is actually completed outside the customs territory,

the user must obtain the consent of the customs authority, under which the amendment to the contract of carriage will be made before submitting the request to amend the contract of carriage. In this case, the consent must be attached to the consignment note/duplicate of the consignment note.

The provisions on amending the contract of carriage are defined in more detail in Section 2, item 12 of 0800.02 (RAP).

11.2 **Circumstances preventing carriage and circumstances preventing delivery.** In the event that the transport of the consignment is hindered (e.g. due to excessive load or other circumstances encountered during transport) or in the event of circumstances when delivering the consignment, the carrier must notify the user thereof with Notice about circumstances preventing carriage CIT8 or Notice about circumstances preventing delivery CIT9. The user must provide instructions on the received notices regarding further handling of the consignment.

The instructions for further handling of the consignment are timely if the user provided them:

- a) within **2 hours** for consignments transported by SŽ-TP in inland transport,
- b) within **4 hours** for consignments transported by SŽ-TP in international transport,

when the user was informed of the circumstances that have arisen. No demurrage is charged for this time.

11.3 **Simplification of the transit procedure.** The General Customs Directorate (GCD) may permit a user who meets the conditions laid down in the Customs Code to waive the presentation of goods and customs declaration for the goods transported under a transit procedure and may carry out the procedure in a simplified manner on the basis of accounting entries.

11.4 **Sampling** – The consignee is allowed to take samples of the goods before accepting the consignment if the consignor gave their consent in box 7 of the consignment note “16.11 – *Permitted sampling*” or if written consent is delivered subsequently. The material for sampling is provided by the consignee. Samples are taken only in the presence of a railway worker. A fee is payable for sampling as prescribed in 0800.02 (RAP).

12 Delivery of goods

The goods are delivered if SŽ-TP delivered it to the consignee at the agreed location and this is confirmed by a stamp and a signature on the consignment note.

13 Complaints

- 13.1 A complaint can be filed by a beneficiary who has the right to file a lawsuit against the carrier (see ZPPŽP). A complaint can only be made in writing and with justification.

Address: **SŽ – Tovorni promet, d.o.o.**
Sales, Marketing and Sales Support Department
Collection of services
Kolodvorska ul. 11 SI
– 1000 Ljubljana

The beneficiary must submit the consignment note or its duplicate (Part 4 of the consignment note or the wagon note) and all other documents proving the justification of the complaint, as well as other evidence of the value of the goods at the place and time of their handover for transport (report on the actual situation, opinion of the court expert, invoices, etc.).

- 13.2 If the complaint is filed by the consignor, they must submit a duplicate. If the consignor fails to submit a duplicate, they must submit the consent of the consignee of the goods or proof that the consignee refused to accept the goods. If the complaint is filed by the consignee, they must submit the original (Part 1 of the consignment note or the wagon note).

- 13.3 The consignment note, the wagon note, the duplicate and any other document that the beneficiary considers appropriate to enclose with the complaint must be attached in the original form or a photocopy, whereby the photocopies must be certified.

When considering a claim, SŽ-TP may request the submission of originals of the consignment note, the wagon note, their duplicates or receipts of payment on delivery in order to record the final decision in them.

- 13.4 SŽ-TP has the right to request subsequent payment of carriage charge that they failed to charge or charged in a smaller amount than that to which they were entitled.

14 Dispute resolution

In the event of disputes, the contracting parties strive to resolve them amicably. If this is not possible, disputes shall be resolved by the competent local court in Ljubljana.

15 Confidentiality

If any of the participating users provided any information indicated as confidential (business secret) during business cooperation, the other user is obliged to protect this information. Use is only permitted for the purposes for which the information was provided.

16. Special types of transport

16.1 Transport of dangerous substances and articles listed in RID (Appendix C to the COTIF Convention) and transport of hazardous waste

The transport of dangerous substances is regulated by the Transport of Dangerous Goods Act (ZPNB-UPB1).

Users can load and unload individual types of dangerous substances with the consent of the keepers of the industrial tracks.

SŽ-TP accepts dangerous substances and articles for transport conditionally. The transport is carried out in accordance with the conditions prescribed in RID.

SŽ-TP accepts waste and hazardous waste for transport conditionally. The transport is carried out in accordance with the provisions of the Rules on the management of waste and the Ordinance on the export/import and transit of waste.

16.2 Carriage of a group of wagons

These provisions apply to consignments consisting of two or more wagons, which are simultaneously handed over for transport by one consignor at one station or an acceptance point and are forwarded to one consignee at one station or a delivery point and are transported together on the entire route without any intermediate change of the group.

A consignment of a group of wagons is handed over for transport with a single consignment note (or CUV wagon note). In box 7, the consignor enters: "*16.1 – Wagon group consignment, consent no.*" – applies to international transport only. In box 9, they enter the required number of copies of the List of wagons and attach them to the consignment note (wagon note). Explanatory notes on the content of the List of wagons are in Appendix 3.

An amendment to the contract of carriage is only permitted for the entire group of wagons and for one consignee, one station and one delivery point.

16.3 Carriage – forwarding of wagonload consignments and empty wagons (CUV) in trainloads

A trainload means:

- a) the transport of consignments/wagons from the departure to the destination station without adding other consignments/wagons,
- b) groupage transport for which goods are grouped into one load, i.e. individual wagonload consignments consolidated from several stations for forwarding purposes (groupage). A consignment note/wagon note is issued for the scheduled route of the trainload. The consignor and consignee are SŽ-TP or the user (master consignment note).

A trainload for which goods are grouped can contain the following consignments:

- a) different types of goods;
- b) from multiple consignors to multiple consignees;
- c) from multiple consignors to one consignee;
- d) from several stations with different forwarding dates;
- e) for the same or different stations.

The load for a trainload can be collected by:

- **SŽ-TP** at a specific station for further dispatch in a trainload. Based on a contractual agreement, SŽ-TP also provides additional services, such as:
 - marshalling of wagons,
 - filling out transport documents,
 - marking of consignments and transport documents, etc.

Each wagon consignment is forwarded with a consignment note that accompanies the consignment from the forwarding station to the destination station.

- **A user** can collect a load for further dispatch in a trainload at a specific station and based on a contractual agreement. In this case, the user acts as an authorised third party who is neither the consignee nor the consignor. To this end, they must have authorisation from the consignor or the consignee enabling them to have the right to dispose of the consignment. The declaration of the right of disposition must be entered in box 7 of the consignment note in one of the following statements, e.g. “16.36 – *Consignor’s authorisation of the right of disposition attached*” or “16.37 – *Consignee’s authorisation of the right of disposition attached*”, which accompanies the consignment from the departure to the destination station.

Each wagon consignment is forwarded with a consignment note that accompanies the consignment from the departure station to the destination station. In box 7, the consignor must enter the number of the trainload for which the consignment is intended “16.17 – *Train number*”.

16.4 Transport of exceptional consignments (EC)

An exceptional consignment (EC) is any consignment that exceeds the loading profile, permissible load per axle and linear metre or fails to meet the prescribed standards and causes special problems for the carrier, requiring special technical protective measures. EC is accepted for transport only on the basis of a previously concluded (customer) agreement with the user.

More detailed EC provisions can be found at www.slo-zeleznice.si/sl/tovorni-promet.

16.5 Rolling stock running on its own wheels

Rolling stock on its own wheels is listed in Chapter 86 of the NHM. They are only accepted for transport if the user has previously obtained approval from AŽP (Railway Transport Safety Act (ZVZelP)) or the relevant SŽ department.

Each rolling stock that is transported on its own wheels must be assigned a 12-digit number.

When ordering transport, the consignor must provide the carrier with technical data about the rolling stock, which SŽ-TP needs to issue a permit.

Locomotives, motorised and electric vehicles must have an escort provided by the consignor or transport organiser. The escort must travel in the vehicle. If this is not possible due to the construction of the vehicle, the escort travels in accordance with the provisions of Appendix 2 to the GTC and points 2 and 7 of the Special tariff provisions 0800.02 (RAP).

16.6 Transport of intermodal transport units (ITU)

The provisions apply only to the transport of intermodal transport units (hereinafter: ITU) owned by transport users.

The term ITU transport means the transport of:

- a) large containers,
- b) swap bodies,
- c) semi-trailers.

These ITUs must comply with the carrier's regulations in terms of their construction, markings and inscriptions.

When loading ITUs onto a wagon, the user must comply with the Instructions for loading. Loaded ITUs must always be sealed by the consignor. When transporting goods loaded in open ITUs, the consignor must ensure that the goods are secured in such a way as to prevent damage or loss of the goods.

If an ITU is damaged during transport to the extent that further transport is not possible, the goods can be transferred to another ITU or a wagon. If the goods are transferred to a wagon, the carriage charge from the forwarding to the destination station is calculated in accordance with the provisions for calculating the carriage charge for classic transport of wagon consignments. If the goods are transferred to another ITU, the carriage charge is calculated in accordance with the provisions for calculating carriage charge in combined transport.

If ITUs are equipped with special devices, the consignor is obliged to operate these devices or ensure their operations through authorised persons.

16.7 Verification

SŽ-TP has the right to verify whether the consignment complies with the information on the consignment note or whether special conditions for the transport of certain goods are met. If the consignment fails to comply with the information on the consignment note or if the conditions for the transport of goods conditionally accepted for transport are not met, the costs of verification that are not paid immediately will be charged for the consignment.

At the request of the customer, and if possible, the carrier verifies the mass of the empty wagon by weighing, but the wagon's unladen mass (tare) as written on the wagon is then taken into account. The costs incurred in this regard are borne by the customer in accordance with RAP, marginal 79.4.

17 APPENDICES

- 1. Appendix 1: Consignment note for inland transport/Wagon note for inland transport – data content and instructions for completing the consignment note (Form GTC-1)**
- 2. Appendix 2: Escorting of consignments**
- 3. Appendix 3: Forms**
- 4. Appendix 4: Conditions for the use of freight wagons owned by the carrier**
- 5. Appendix 5: Loading guidelines**
- 6. Appendix 6: List of border crossings**
- 7. Appendix 7: Electronic consignment note and provisions for standard electronic exchange of freight transport data between SŽ-TP and service users**
- 8. Appendix 8: Transport of containers**
- 9. Appendix 9: Conditions for freight wagons of other keepers**
- 10. Appendix 10: reserved**
- 11. Appendix 11: Collection and invoicing of charges**
- 12. Appendix 12: Custom clearance and other duties required by state authorities**

**Appendix 1: Consignment note for inland transport/Wagon note
for inland transport – data content and instructions for
completing the consignment note (form GTC-1)**

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D Sample consignment note for inland transport (form GTC-1)

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Sample consignment note

A General

1. This appendix contains provisions on the use of the consignment note/wagon note (GTC-1) used **in inland freight transport** for the transport of goods and empty wagons provided by the user. It is intended for SŽ-TP and users.

It applies to consignments transported in accordance with the Railway Transport Contracts Act (ZPPŽP) and the General Terms and Conditions (GTC).

2. One consignment note is issued for each consignment; the following consignments are exceptionally handed over for transport with one consignment note:
 - when the goods must be loaded onto several wagons due to their length;
 - if empty wagons need to be added to protect the loaded goods;
 - if empty wagons need to be added for technical reasons;
 - when goods are transported in a group of wagons in accordance with the General transport terms and conditions and in agreement with SŽ-TP. In this case, the consignor must attach to the consignment note the necessary number (4 + 1) of additionally completed "List of wagons" sheets. The content of the required data in "List of wagons" is listed in Appendix 3 to the GTC.
3. The information provided by the consignor with the consignment note can also be delivered in electronic form. More detailed provisions on the method of exchange and the format of data in electronic data exchange between the carrier and the user can be found in Appendix 7 to the GTC.

4 Payment of charges

4.1 List of charges

A list of typical service charges, fees, customs duties and other costs directly related to transport is provided in point C of this appendix.

4.2 Declarations on the payment of costs

Costs and fees are paid either by the consignor or the consignee in accordance with the following declarations:

Declaration 1	Meaning 2
"Charges paid"	The consignor assumes the payment of all costs.
"Charges due"	All costs are borne by the consignee.

If the carrier finds that the payment note is missing, they must notify the consignor. If the consignor fails to complete this box, the consignment is refused.

In international transport, when forwarding from Slovenia, unless the transport is carried out under a customer agreement, the minimum mandatory entry is **free-at-frontier all costs**.

5 Transport documents for empty packaging that was not cleaned in accordance with RID

For returning empty packaging that was not cleaned¹⁾ containing the residue of dangerous goods and which is not accompanied by a consignment note, the following provisions apply:

The consignee of a full transport is obliged to submit a written declaration in duplicate to the carrier for every packaging item that was not cleaned. Two sheets from the consignment note set for internal transport (GTC-1) are used, in which all notes entered in box 30 are deleted. The following information is provided in the boxes available for written declarations:

- consignor (consignee of full transport),
- wagon number or packaging description,
- prescribed information in accordance with provision 5.4.1.1.6 of RID for empty packaging that was not cleaned.

The consignee of full transport must also comply with other relevant provisions of RID for empty packaging that was not cleaned containing residue of dangerous goods.

Note: In accordance with paragraph 5.4.1.1.6.2.1 RID, the following means of containment are considered as packaging: "empty packaging", "empty receptacle", "empty IBC", "empty large packaging". In accordance with paragraph 5.4.1.1.6.2.2 RID, the following means of containment must be considered as means other than packaging: "empty tank vehicle", "empty tank wagon", "empty demountable tank", "empty tank container", "empty portable tank", "empty battery-vehicle", "empty battery-wagon", "empty MEGC", "empty wagon", "empty vehicle", "empty container", "empty receptacle".

B Explanatory notes on the content of the consignment note for internal transport (GTC-1)

1 Boxes on the consignment note and their content

Notes:

- 1 Except where otherwise agreed between the consignor and carrier, boxes 1 to 30 are to be filled out by the consignor.
- 2 If the space within a box is inadequate and the edge of the box is marked with a dotted line, the entry may be continued outside the box. The clarity of entries within the boxes encroached on must not be compromised. When there is still inadequate space even after doing so, supplementary sheets must be used. These supplementary sheets will become an integral part of the consignment note and must be the same size as the consignment note and be produced in the same quantity as the consignment note has sheets. In addition to the data for which there has been no space on the consignment note, the consignment number and the date of acceptance of the goods must be entered on these supplementary sheets. A reference to these supplementary sheets in the consignment note is also necessary by entering in box 7 of the consignment note: "16.16 – Supplementary sheet attached".
- 3 Information in boxes 7, 13, 14, 55, 56 and 57 is entered in codes and partly in plain text. To avoid ambiguity in correspondence, the code values must be identified by their box number (for example, code 1 in box 7 must be described as "code 7.1").

- 4 Status: **M** = mandatory information
 C = conditional information (mandatory if the condition is satisfied)
 O = optional information

Box No	Data status	Data															
1	2	3															
1	M	Consignor Name and surname/title, postal address (including country code in accordance with ISO 3166), signature and where possible, phone or fax number (with international prefix) or e-mail address of the consignor. The signature may be replaced by a stamp, a machine print or other appropriate means. The consignor can only be one natural person or legal entity. If the consignor is a taxable person, they must also enter their tax identification number (ID for VAT).															
2	M	Customer code for the consignor The consignor enters the code assigned by SŽ-TP.															
3	C	Customer code for the payer of pre-paid charges if not the consignor. The consignor enters the code assigned by SŽ-TP.															
4	M	Consignee: Name and surname/title, postal address (including country code in accordance with ISO 3166) and if possible the phone or fax number or e-mail address of the consignee. The consignee can only be one natural person or legal entity. The consignor must also provide the consignee's tax identification number (ID for VAT) if it was assigned to them and is known to the consignor.															
5	M	Customer code for the consignee The consignor enters the code assigned by SŽ-TP.															
6	C	Customer code for the payer of non-pre-paid charges if not the consignee. The consignor enters the code assigned by SŽ-TP.															
7	C	Consignor's declarations committing the carrier. If codes 1, 2, 6, 7, 8 and 24 are used, enter the code and its meaning. For other codes, just enter the code and the additional information which is necessary. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Code</th> <th>Declaration</th> <th>The declaration can be found in:</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>The consignee is authorised to take control of the goods.</td> <td>GTC</td> </tr> <tr> <td>2</td> <td>Authorised consignee (<i>within the meaning of customs law</i>).</td> <td>GLV-CIM</td> </tr> <tr> <td>4</td> <td>Filled mass [weight] in kg (for gas tank wagons refilled without having been cleaned – see provision 5.4.1.2.2.c) of RID)</td> <td>GLV-CIM, CIM/SMGS.</td> </tr> <tr> <td>5</td> <td>Emergency phone number for irregularities or accidents with dangerous goods.</td> <td>GLV-CIM, GLW-CUV, CIM/SMGS.</td> </tr> </tbody> </table>	Code	Declaration	The declaration can be found in:	1	The consignee is authorised to take control of the goods.	GTC	2	Authorised consignee (<i>within the meaning of customs law</i>).	GLV-CIM	4	Filled mass [weight] in kg (for gas tank wagons refilled without having been cleaned – see provision 5.4.1.2.2.c) of RID)	GLV-CIM, CIM/SMGS.	5	Emergency phone number for irregularities or accidents with dangerous goods.	GLV-CIM, GLW-CUV, CIM/SMGS.
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5	Emergency phone number for irregularities or accidents with dangerous goods.	GLV-CIM, GLW-CUV, CIM/SMGS.															
		Continued ►															

Box No	Data status	Data											
1	2	3											
7	C	7	Loading by the carrier.	GLV-CIM									
		8	Unloading by the carrier.	GLV-CIM									
		10	Completion of administrative formalities: <i>Details of the documents which will be made available to the carrier by a precisely specified official body or a contractually agreed body and of the location at which these will be available to the carrier – see Article 15 § 1 CIM. The documents are to be indicated in code and in plain text on paper consignment notes, only in code on electronic consignment notes. Additional information may be entered in a free text area for each code. The UN/EDIFACT 1001 list of codes (www.unece.org) is to be used to code accompanying documents, (further remarks – see Article 15 § 4 CIM).</i>	GLV-CIM, GLW-CUV, CIM/SMGS									
		11	Exceptional consignment (reference number for each of the carriers/infrastructure managers involved).	GLV-CIM, GLW-CUV									
		16	Other declarations: (<i>designation of a representative, designation of a sub-contracting carrier, request for attention to be given to the consignment en route, etc.</i>).	GLV-CIM, GLW-CUV, GLV-CIM/SMGS									
		16.3	Payer of transport services ... (<i>name of the payer and their tax identification number (ID for VAT). If the payer is not the consignor or consignee entered in boxes 1 and 4 respectively.</i>	GTC-11									
		16.5	I request (<i>indicate the service, name and code of the station where the service is provided.</i>)										
		16.6	The goods are damaged (description of damage).	N 131.01 5.4.1									
		16.9	PIR – payment as per 800.20.	GTC-11									
		16.10	PNA – payment as per 800.30.	GTC-11									
		16.11	Permitted sampling.	GTC, point 11.5									
		16.12	Arrived from (<i>name of country</i>) by (<i>by road, air, sea or pipeline transport</i>).	RAP									
		16.13	Forward transport to (<i>name of country</i>) by (<i>by road, air, sea or pipeline transport</i>).	RAP									
		16.18	I declare that the mass of the goods does not exceed the load limit.	N 131.01									
		16.25	The consignment will be unloaded by (<i>indicate the consignee of the consignment when consignments are difficult to unload due to their mass and scope</i>).	N.131.01									
		16.28	Agreement on non-sealing of wagons.										
		18	Restrictions related to the carriage of a wagon, which are known to the consignor (e.g. <i>maximum permitted speed</i>).	GLW-CUV									
24	Dangerous goods packed in limited quantities, the total gross mass of which exceeds eight tonnes per wagon or UTL.	GLV-CIM											
26	Consignor's declaration for consignments of waste	GLV-CIM											
8	O	Consignor reference number											
9	C	Documents attached: Listing of all the accompanying documents required for carriage which are attached to the consignment note. When the consignor uses a form for the multimodal transport of dangerous goods in accordance with RID section 5.4.5, it is to be treated as a supplementary sheet. The documents are to be indicated in code and in plain text on the paper consignment note and only in code on the electronic consignment note. Additional information may be entered in a free text area for each code. The UN/EDIFACT 1001 list of codes is used for coding accompanying documents (www.unece.org).											
10	M	Delivery point – supplemented by details of the destination station in accordance with tariff 0800.03 (SDR).											
11	M	Code for the delivery point Enter the code in accordance with tariff 0800.03 (SDR).											
12	M	Code for the station servicing the delivery point Code for the station servicing the delivery point for the goods in accordance with tariff 0800.03 (SDR).											
13	C	Commercial specification <table border="1"> <thead> <tr> <th>Code</th> <th>Meaning</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Route (<i>in words or code</i>)</td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td>Reserved.</td> </tr> <tr> <td>4</td> <td></td> </tr> </tbody> </table>		Code	Meaning	1	Route (<i>in words or code</i>)	2		3	Reserved.	4	
Code	Meaning												
1	Route (<i>in words or code</i>)												
2													
3	Reserved.												
4													
14	M	Number of customer agreement or tariff: Indication of the customer agreement number or tariff. Enter 1 for customer agreements and 2 for tariffs. (e.g.: for agreement: 1 – XXXX.XX or for tariff: 2 – 0800.01).											
15	O	Information for the consignee Information from the consignor to the consignee relating to the consignment, e.g. connection with a ship. This information is not binding on the carrier.											
16	M	Acceptance											

		Point (including the station code in accordance with tariff 0800.03 - SDR) and date (month, day, hour) of acceptance of the goods. The station may be indicated in words on the paper consignment note. Note: When details of the actual acceptance differ from those given by the consignor, the carrier who has accepted the goods is to note the discrepancy in box 56 (Carrier's declarations).
17	M	Code for the acceptance point Enter the code in accordance with tariff 0800.03 (SDR).
18	M	Wagon number Indication of the wagon number.
19	O	Line. It is not completed.
20	M	Payment of charges Appropriate box is marked with an "X". "Charges paid", the consignor assumes the payment of all carriage charges, "Charges due", all costs are borne by the consignee.
21		Description of the goods
	C	Number of wagons if a "List of wagons" is attached to the consignment note.
	C	Number, markings, length and unladen mass of ITU.
	C	Type of packaging. The last packaging is always entered.
	M	Description of the goods; indications for dangerous goods are in accordance with section 5.4.1 of RID.
	C	Indication of the number and markings of seals if they were fixed to the wagon or ITU by the consignor.
	C	Where necessary, a label is affixed or a pictogram is stamped for consignments under customs control.
	C	If the goods are compliant with the Rules on the management of waste, the user must enter identification of waste or hazardous waste in this box, including a note: "Waste" or "Hazardous waste".
22	C	Exceptional consignment Insert a cross when the provisions for internal carriage of exceptional consignments require that.
23	C	RID Insert a cross when the goods are subject to the RID.
24	M	NHM code 6-digit goods classification in the transport of wagonload consignments and goods in ITU.
25	M	Mass [weight]. The consignor is always obliged to enter the mass of the goods irrespective of whether weighing is requested or not. They must state: <ul style="list-style-type: none"> - gross mass of goods in kg (including packaging) or quantity of goods expressed by other means, separately by NHM code, - tare of ITU, loading tackle, and exchangeable and non-exchangeable equipment and pallets, - total mass of the consignment in kg. - When transporting an empty wagon, enter wagon tare.
26	O	Declaration of value. It is not completed.
27	O	Interest in delivery. It is not completed.
28	O	Cash on delivery. It is not completed.
29	M	Place and date completed Place and date (year, month, day) at which the consignment note was made out.
30	M	Description of the document Cross the box next to the "Consignment note for inland transport" box when transporting goods. Cross the box next to the "Wagon note for inland transport" box when transporting empty wagons as a means of transport.

Boxes to be completed by the carrier:

Box No	Data status	Data
1	2	3
40	O	Coding box 1 6-character box to be used by the forwarding carrier. If necessary, the number of the first forwarding train can be entered in this box.
41	O	Coding box 2 4-character box to be used by the forwarding carrier. If necessary, enter the primary consignor code.
42	O	Coding box 3 4-character box to be used by the forwarding carrier.
43	O	Coding box 4 4-character box to be used by the forwarding carrier.
44	O	Coding box 5 6-character box to be used by the destination carrier. If necessary, the number of the

		last train arriving can be entered in this box.
45	O	Coding box 6 4-character box to be used by the destination carrier. If necessary, enter the primary consignor code.
46	O	Coding box 7 4-character box to be used by the destination carrier.
47	O	Coding box 8 4-character box to be used by the destination carrier.
48	C	Examination Details of the results of the examination and of the carrier (abbreviation or code) undertaking it.
49	O	Prepayment coding It is not completed.
50	C	Route Details of the actual route entered in words. In the event of a circumstance preventing carriage, indicate the new route as necessary with the endorsement: " <i>Diverted because of ...</i> ".
51	O	Customs procedures It is not completed.
52	O	Charges note. It is not completed.
53	O	Notification of payment no. ... It is not completed.
54	C	Formal report Number of the report form and the date it was made out (month, day).
55	C	Extension of the transit period If the transit period is extended in accordance with Article 45 of ZPPŽP, enter the code for the cause, the beginning and the end (month, day, hour) and the location of the extension. 1 2 Examination of the consignment 3 Amendment to the contract of carriage (Articles 52 to 55 of ZPPŽP) 4 Circumstances preventing carriage (Article 46 of ZPPŽP) 5 Circumstances preventing delivery (Article 49 of ZPPŽP) 6 Attention to be given to the consignment 7 Rectification of the load following unsatisfactory loading by the consignor 8 Transshipment following unsatisfactory loading by the consignor 9 Other causes: ...
56	C	Carrier's declarations Carrier's declarations such as: - load limit; - point, date and time at which the goods were accepted if they differ from the information given by the consignor in box 16; - name and address of the carrier to whom the goods have been actually handed over if not the contractual carrier. Reservations with reasons are to be entered in code (see the list below). Example: "Reservation with reason no. ...". When using codes 2, 3, 4, 11 and 12, details of the reservation must be given. Code Meaning 1 Without packaging. 2 Unsatisfactory packaging: (give details). 3 Inadequate packaging (give details). Freight/load: 4.1 Clearly in poor condition (give details). 4.2 Damaged (give details). 4.3 Wet (give details). 4.4 Frozen: (specify). 5 Loaded/transhipped by the consignor. 6 Loaded/transhipped by the carrier in inclement weather at the request of the consignor. 7 Unloaded by the consignee. 8 Unloaded by the carrier in inclement weather at the request of the consignor. Re-examination is not possible due to: 9.1 Inclement weather. 9.2 A seal on a wagon or ITU. 9.3 Impossible access to the wagon load or ITU. 10 Request for re-examination by the consignor was submitted too late. 11 Examination was not completed due to a shortage of resources: ... (give details). 12 Other reservations: ... (give details). 12.1 The date of acceptance of the consignment is different from the announced date (see also box 16). 12.2 Load limit (in tonnes to one decimal place) (Instr. 131.01, point 6.2). 12.3 Goods returned on (Instruction 131.01, point 6.11). 12.4 Wagon no. separated from group (time) due to (details).
57	C	Other carriers. E.g.: entry of an alternative carrier (name, address, line). If other carriers are involved in the performance of the contract as contractual carriers, this box is completed by the forwarding carrier.

Box No	Data status	Data
1	2	3
58	M	Contractual carrier. The station date stamp upon forwarding and the carrier's signature are affixed. Unless specially agreed otherwise between the consignor and carrier, signature is to be replaced by the consignment number shown in box 62 (Article 28 of ZPPŽP).
59	M	Date of arrival Date (year, month, day) of arrival of the consignment at the destination station. The carrier can enter the arrival number. Below this box, the number and description of the sheet of the consignment note. This information is to be pre-printed on the paper consignment note and stored in the electronic consignment note record.
60	C	Made available Indication of the date (month, day and hour) when the consignment is made available to the consignee. This information on the consignment note may be replaced by another means.
61	C	Acknowledgement of receipt Date and signature of the consignee at the time of delivery. Acknowledgement of receipt on the consignment note itself may be replaced by another means.
62	M	Consignment number Indication of consignment identification (country code (79) and station code, carrier code (2179), consignment number). On a paper document, the control label is applied to sheet 2 (invoice) and sheet 5 (duplicate invoice). When identification numbers for consignments are allocated by computer, control labels need not be used.

Charging sections

- Charging sections A to G all have the same format. In order to avoid ambiguity in any correspondence, the boxes in the sections must be qualified by the number of the section in question (example: A70).
- The use of boxes 79 in charging sections A to C on the front and of boxes 81 to 90 in charging sections A to G on the back, is optional.
- When a customer agreement providing for centralised charging is applied, only one charging section is used for the whole of the journey covered by the agreement, irrespective of whether the charges set down in the agreement are expressed as sectional or inclusive charges.
- Every carrier who enters charges to account is to use a distinct charging section. If there are insufficient charging sections, supplementary sheets must be used (only applicable to paper consignment notes).

Box No	Data status	Data
1	2	3
70	M	Codes for the charging sections Country code (79) and station or point code in accordance with tariff 0800.03 – SDR at the beginning and end of the charging section or location where just charges accrue.
71	C	Route code When the customer agreement or the tariff applied provide for it.
72	M	NHM code Indication of the NHM code determining the charges applicable (need not necessarily correspond to that entered in box 24).
73	C	Currency Currency code provided in the charging section.
74	C	Charged mass [weight] , separately by tariff and NHM code. As appropriate, area in m ² or the volume of the wagon or goods in m ³ if used as the basis for charging.
75	M	Customer agreement or tariff applied
76	C	Km/zone Tariff distance, expressed in km or zones, between the stations or points corresponding to the beginning and end of the charging section.
77	C	Supplements, fees, deductions
78	C	Unit charge Including any supplements or deductions, separately by NHM code or a dash where a customer agreement providing for centralised charging, applies.
79	O	Charges/Compensation Description of the charges and individual amounts in accordance with the marginal number (point C of this appendix).
80	O	Cash on delivery (transfer). It is not completed.

Box No	Data status	Data
1	2	3
81	C	Charges paid Carriage charge to be paid by the consignor in the tariff currency, separately by tariff and NHM code or a dash when a customer agreement with centralised charging applies.
82	C	Charges due Carriage charges to be paid by the consignee in the tariff currency, separately by tariff and NHM code or a dash when a customer agreement with centralised charging applies.
83	O	Exchange rate for charges paid Exchange rate for amounts to be paid by the consignor which are not expressed in the invoicing currency.
84	O	Charges to be paid by the consignor. Total of the charges to be paid by the consignor in the tariff currency.
85	O	Charges to be paid by the consignee. Total of the charges to be paid by the consignee in the tariff currency.
86	O	Exchange rate for charges due. Exchange rate for amounts to be paid by the consignee which are not expressed in the invoicing currency.
87	O	Charging section in the invoicing currency to be paid by the consignor.
88	C	Charging section in the tariff currency to be paid by the consignor or a dash when a customer agreement with centralised charging applies and there are no ancillary charges entered in the charging section which are to be passed back to the carrier at the beginning of the journey.
89	C	Charging section in the tariff currency to be paid by the consignee or a dash when a customer agreement with centralised charging applies and there are no ancillary charges entered in the charging section which are to be passed back to the carrier at the beginning of the journey.
90	O	Charging section in the invoicing currency to be paid by the consignee.
91	O	Total of supplementary sheets brought forward charges paid. Total of charging sections shown on supplementary sheets to be raised on departure brought forward (only applicable to paper consignment notes).
92	O	Total of supplementary sheets brought forward charges due. Total of charging sections shown on supplementary sheets to be raised on arrival brought forward (only applicable to paper consignment notes).
93	O	Grand total of the amounts to be raised on forwarding.
94	O	Grand total of the amounts to be raised on arrival.
99	C	Customs endorsements. It is not completed.

3 Currency symbols and codes

EUR EVRO, EURO

C List of charges**1 General**

Charges include carriage charge, ancillary charges, customs duties and other charges.

This list contains the main charges directly related to the transport (**part A**) and the main ancillary charges, customs duties and other charges (**part B**).

2 Part A: Charges directly related to the transport

These charges are covered by the instruction “carriage charges paid”.

UIC code for paper documents	UNECE code for electronic documents	Designation	Meaning (see point 4)	Special features (see point 5)
1	2	3	4	5
10	104024	Use of container (charge for)		X
11	104063	Port charges	X	
12	104171	Additional for extra loading/discharging sites (incl. axle changing)		
13	104102	Ferry-boat crossing or maritime crossing (charge for)		
14	104109	Break of journey (charge for)	X	
15	104135	Use of loading tackle (charge for)		X
16	104144	Use of pallets (charge for)		
17	104187	Transshipment or decanting charges		
18	105006	Pre-carriage road	X	
19	106006	On-carriage road	X	
20	108003	Charge for use of special wagon, for example well-wagon		X
21	108004	Costs of carriage by special train		
22	108005	Charge for use of trucks/carrying bogies		
23	108006	Charge for out-of-gauge consignments		
24	110007	Mechanically refrigerated wagon charge		
26	104201	Costs for crossing the Channel Tunnel		
27	104159	Other costs not specified	X	

3 Part B: Ancillary charges, customs duties and other charges

UIC code for paper documents	UNECE code for electronic documents	Designation	Explanation (see point 4)	Particularities (see point 5)
1	2	3	4	5
		Section 1: Goods handling costs		
30	203133	Loading on trailer/wagon		
31	204178	Unloading charge		
32	206001	Reloading (incl. rectification)		X
33	210041	Storage		
34	215005	Weighing (charge for)		
35	216023	Private siding at destination station (charge for)		
36	216024	Private siding at forwarding station (charge for)		
37	216031	Shunting at forwarding station (charge for)	X	
38	216045	Shunting charge at destination station or at intermediate station	X	
39	216046	Charge for use of lifting equipment		
		Section 2: Documentation costs		
40	301074	Charge for customs formalities in the departure country	X	
41	301075	Charge for customs formalities in the transit country	X	
42	301076	Charge for customs formalities in the arrival country	X	
43	302002	Advice of arrival (charge for)		X
44	302003	Advice of delivery (charge for)		
45	301001	Other administrative formalities (charge for)	X	
46	301003	Carrier charges for customs formalities		
		Section 3: Transport equipment costs		
50	401015	Wagon demurrage charge		
51	401016	Charge for immobilising of equipment other than wagons		
52	401017	Charge for using a wagon-carrying trailer on departure		
53	401018	Charge for using a wagon-carrying trailer on arrival		
54	402003	Tarpaulin hire		X
55	402006	Charge for using heating equipment		

UIC code (for paper documents)	UNECE code (for electronic documents)	Description	Meaning (see point 4)	Special features (see point 5)
1	2	3	4	5
		Section 4: Customs duties, taxes and fees		
60	501005	Customs duties and other sums collected by customs other than VAT.		
61	502002	VAT collected by customs		
62	502009	VAT on charges collected by the carrier for traffic moving within Member States of the European Union (EU)		X
		Section 5: Other costs		
70	600018	Icing or re-icing charge		
71	600926	Cleaning or disinfection charge		
72	606008	Expenses declaration related to the value	X	X
73	608001	Advanced money commission		
74	608003	Cash on delivery (charge for)		
75	609008	Care of animals (charge for)		
76	609018	Charges resulting from the fact of having to wait for the consignor to supply documents needed for the completion of formalities required by customs or other authorities		X
77	609019	Charges resulting from the fact that the consignor has entered in the consignment note particulars which are irregular/incorrect/incomplete or not in the allotted spaces		X
78	609028	Convoing (charge for)	X	
79	609031	Counting or inspection of packages or animals (charge for)	X	
80	609085	Railway station charges		
81	609126	Charges for reforwarding complete wagonloads emanating from or going to destination		
82	609128	Other ancillary charges		
83	609129	Other expenses		
84	609130	Other charges to be collected from consignee		X
85	609103	Sums collected by other administrative authorities		
86	609109	Charges for earlier carriage		X
87	606009	Expenses declaration related to the delivery	X	X
		Section 6: Group codes		
02	200999	All goods handling costs (section 1)		
03	300999	All documentation costs (section 2)		
04	400999	All transport equipment costs (section 3)		
05	500999	All customs duties, taxes and fees (section 4)		
06	600999	All other costs (section 5)		

4 Meaning of certain designations

UIC code	UNECE code	
1	2	3
11	104063	<i>Port charges</i> These charges are raised in certain ports for various services (other than shunting) involved in transferring goods and wagons from the port installations to ships and vice-versa.
14	104109	<i>Break of journey (charge for)</i> These charges are intended to cover the carrier's costs in providing a stop en route, for example, to complete loading, to off-load partially or to give attention to animals.
18	105006	<i>Pre-carriage road</i> Charges for the collection of a consignment.
19	106006	<i>On-carriage road</i> Charges for the onward delivery of a consignment.
27	104159	<i>Other costs not specified</i> These charges are raised by some carriers, for example for the provision of a covered wagon or a match wagon.
37	216031	<i>Shunting at forwarding station (charge for)</i> These charges are raised when special shunting services are needed, for example for the provision, transfer to or removal of a wagon from a specific location in a station or a port. The charges may likewise be raised for certain requests – usually in connection with other services – for example linked to weighing charges when the request was belated.
38	216045	<i>Shunting charge at destination station or at intermediate station</i> See code 37 above.
40	301074	<i>Charge for customs formalities in the departure country</i> Charges for completing customs formalities on behalf of the customer to comply with customs procedures in the forwarding country. For example: customs logistics services such as presenting a declaration.
41	301075	<i>Charge for customs formalities in the transit country</i> Charges for completing customs formalities on behalf of the customer to comply with customs procedures in a transit country. For example: customs logistics services such as presenting a declaration.
42	301076	<i>Charge for customs formalities in the arrival country</i> Charges for completing customs formalities on behalf of the customer to comply with customs procedures in the destination country. For example: customs logistics services such as presenting a declaration.
45	301001	<i>Other administrative formalities (charge for)</i> These charges are raised for the completion of various administrative formalities by the carrier on behalf of the consignor such as currency, public health, veterinary, fiscal, statistical or police formalities. This code excludes completion of customs formalities for which a specific code has been provided.

UIC code	UNECE code	
1	2	3

72 606008 Expenses declaration related to the value

These charges represent the premium for the declaration of value.

78 609028 Convoying (charge for)

This charge is provided for cases in which the tariff does not provide for fares for persons accompanying goods or animals to be raised on the basis of passenger tariffs for the type of train and class used.

79 609031 Counting or inspection of packages or animals (charge for)

In addition to counting as such, this also includes services provided by the carrier to check if the information on the consignment note agrees with the characteristics of the consignment and to confirm that the consignor has complied with safety regulations for specific goods. Lastly, this includes services which arise from supervising the unloading of a consignment if that has been requested by the consignor or consignee.

87 606009 Expenses declaration related to the delivery

These charges represent the premium for the declaration of an interest in delivery.

5 Special features

UIC code	UNECE code	
1	2	3

10 | 104024

15 | 104135

54 | 402003

Partial pre-payment of these charges is not permitted.

20 | 108003

72 | 606008

When charges for the use of a special wagon and the charges for declaration of value have to be calculated for the whole of the journey, partial pre-payment is not permitted.

32 | 206001

These charges are to be paid by the consignor (see Article 13, point 2 of CIM). The station at which these charges arise must enter them on the charges note (if a charges note is attached to the consignment note) or transfer them to the contractual carrier.

43 | 302002

84 | 609130

These charges may not be accepted by the consignor.

62 | 502009 VAT on the charges raised by the carrier for traffic moving between Member States of the European Union (EU) is to be added to the before-tax charges invoiced to each debtor in accordance with the instruction on payment of charges to which the tax relates. VAT need not to be raised where fiscal rules exempt the carrier from raising it.

76 | 609018

77 | 609019

These charges are to be paid by the consignor. The station at which these charges arise must enter them on the charges note (if a charges note is attached to the consignment note) or transfer them to the contractual carrier.

86 | 609109

Charges for earlier carriage must be paid by the consignee.

87 606009 For charges of declaration of interest in the delivery, partial pre-payment is not permitted.

D Sample consignment note for inland transport (GTC-1)**1 Sections of a consignment note**

The consignment note for inland transport (GTC-1) or the wagon note for inland transport consists of 4 numbered sections:

Sheet		Retention of the sheet
No.	Title	
1	Original of the consignment note	Consignee
2	Invoice	Carrier at the destination
3	Arrival note/customs	Destination station upon arrival
4	Duplicate of the consignment note	Consignor

2 Sample consignment note ►►►

Appendix 2 – Escorting of consignments

Escorting of consignments

1. It is mandatory to escort the transport of the following types of goods:
 - locomotives, motor train sets and electric motor train sets transported on their own wheels;
 - heavy machinery and structures if supervision during their transport is during transport.
2. The consignor must enter the following declaration in box 21 (Description of goods) of the consignment note:
“Escorts (*name and surname*)”.
3. The escort must sign a statement that they are aware of the safety measures that must be observed during the transport of the escorted consignment on electrified lines of the public railway infrastructure. The forwarding station issues and completes the escort's certificate (CIT 13) for the escort, which is used to identify the escort on the route. If regulations allow, one escort may accompany several wagons.
4. The fee for escorting is as stated in 0800.02 (RAP) – Price list of railway services (marginal no. 78).

Appendix 3 – Forms

1 Charges note

1. **In inland transport**, the charges note **is not** used.
2. **In international transport**, a charges note is used if the amount of costs borne by the consignor when accepting a consignment for transport cannot be precisely determined. The costs are entered in the charges note in accordance with the sample in Appendix 6 0883.05 – CIM Consignment Note Manual (GLV-CIM) or Appendix 4 0883.02 – CUV Wagon Note Manual (GLW-CUV).
The consignor must settle the note no later than 30 days after the transit period.

2 Amendment to the contract of carriage

2.1 General

In accordance with Articles 52 and 53 of ZPPŽP, the consignor and the consignee may amend the contract of carriage by a subsequent decision.

2.2 Procedure

Subsequent decision is submitted to the carrier in an appropriate written form (e-mail, personal delivery). To speed up the flow of information, electronic means such as e-mail are preferred. For this purpose, form **Subsequent decision (CIT 7)** is available for filling out, printing and electronic submission at www.slo-zeleznice.si/sl/tovorni-promet/uporabnisko-sredisce/pogoji-in-tarife/obrazci.

The statements must be in accordance with the sample subsequent decision form.

At the same time, a duplicate of the consignment note is handed over to the carrier, on which the amendments are recorded.

2.3 Special provisions

In particular, the following instructions must be observed:

- a subsequent decision may not result in the separation of the consignment;
- in the event of an amendment to the contract of carriage which would result in the transport, which should have ended within a specific customs territory (e.g. the European Union), ending outside that territory or vice versa, a subsequent decision may only be made with the prior authorisation of the competent customs office;
- a subsequent decision by the consignee is only permitted if the declaration “**1 – The consignee is authorised to take control of the goods**” is entered in box 7. This terminates the consignor’s right to dispose of the consignment;
- If the consignee entered in the subsequent decision that the goods be handed over to a third party, the latter is not entitled to amend the contract of carriage.

3 Notification of circumstances preventing carriage – Instructions of the beneficiary

3.1 General

In the event of circumstances preventing carriage in the sense of Article 49 of ZPPŽP, the carrier immediately adopts measures to eliminate the circumstances or requests further instructions from the beneficiary of the consignment.

3.2 Procedure

3.2.1 Request for instructions

The carrier requests instructions from the beneficiary of the consignment in appropriate written form (e-mail). The beneficiary of the consignment is always the ~~consignee~~-consignor unless they have stated “**1 – The consignee is authorised to take control of the goods**” in box 7.

The statements must be in accordance with the sample CIT 8 form.

3.2.2 Forwarding instructions

The beneficiary of the consignment provides the carrier with instructions in an appropriate written form (e-mail, personal delivery). The statements must be in accordance with the sample CIT 8 form.

If the beneficiary of the consignment changes the delivery point or the consignee, a duplicate of the consignment note is simultaneously handed over to the carrier, on which the changes are recorded.

In the event of a change to the contract of carriage which would result in the transport, have ended within a specific customs territory (e.g. the European Union), ending outside that territory or vice versa, a subsequent decision may only be made with the prior authorisation of the forwarding customs authority.

3.3 Form “Circumstances preventing carriage” (CIT 8) is available in 0883.05 – CIM Consignment Note Manual (GLV-CIM) in Appendix 8.

4 Notification of circumstances preventing delivery – Instructions of the beneficiary

4.1 General

In the event of circumstances preventing delivery in the sense of Article 49 of ZPPŽP, the carrier requests further instructions from the consignor.

4.2 Procedure

4.2.1 Request for instructions

The carrier requests instructions from the beneficiary of the consignment in appropriate written form (e-mail). The beneficiary of the consignment is always the consignor unless the consignor states **“1 – The consignee is authorised to take control of the goods”** in box 7.

The statements must be in accordance with the sample CIT 9 form. The signature may be replaced by a machine print or other appropriate means.

4.2.2 Forwarding instructions

The beneficiary of the consignment provides the carrier with instructions in an appropriate written form (e-mail, personal delivery). The statements must be in accordance with the sample CIT 9 form.

If the beneficiary of the consignment changes the delivery point or the consignee, a duplicate of the consignment note is simultaneously handed over to the carrier, on which the changes are recorded. If the consignee refuses to accept the consignment, the consignor may provide instructions without submitting a duplicate of the consignment note. In this case, the message “acceptance of the contract of carriage” is not sent or the printout is not attached.

In the event of a change to the contract of carriage which would result in the transport, which should have ended within a specific customs territory (e.g. the European Union), ending outside that territory or vice versa, a subsequent decision may only be made with the prior authorisation of the forwarding customs authority.

4.3 The form “Circumstances preventing delivery” (CIT 9) is available in 0883.05 – CIM Consignment Note Manual (GLV-CIM) in Appendix 9.

5 List of wagons (CIT-23)

5.1 The method of use and contents of the wagons are determined by the customer agreement.

5.1 **Inland transport:** The consignor must attach four copies of the “List of wagons” to the consignment note for inland transport (GTC-1) or the wagon note for inland transport. Three of these copies accompany the consignment.

International transport: Unless otherwise agreed, the list of wagons is issued in as many copies as there are copies of the CIM consignment note or the CUV wagon note (one copy for each sheet of the consignment/wagon note) and an additional copy in the event of separation of a group of wagons.

- 5.3 If a group of wagons dispatched with a single consignment note is separated, the time and cause of the separation is recorded in box 56 of the consignment note. Other information in the consignment note may not be changed.

In the event of separation, the numbers of separated wagons are crossed out in the sections of the list of wagons accompanying the consignment note in such a way that the numbers remain legible.

An additional issue of the list of wagons or copy is used for the section that was separated. The running numbers of the wagons that continue the transport with the transport document are crossed out in such a way that they remain legible. If such a procedure is not possible, a list of separated wagons is produced. This copy of the list of wagons is attached to the accompanying document used for the further transport of the separated wagons.

- 5.2 The list of wagons must contain at least the following information (the numbers of the individual boxes in the consignment note from which the data is transferred to the list of wagons are given in brackets).

- 1 Document code**
 - LIST OF WAGONS
- 2 Details from the relevant consignment note**
 - Consignment identification (box 62)
 - Date of acceptance (box 16)
 - Departure station (box 16)
 - Destination station (box 10)
 - Route (box 50)
 - Consignor (box 1)
 - Consignee (box 4)
 - Customs clearance in (box 51)
- 3 Details relating to the wagon, ITU and goods**
 - Wagon number (box 18)
 - ITU number (box 21)
 - ITU type (box 21)
 - ITU gross mass
 - ITU content net mass (box 21)
 - ITU tare (box 21)
 - Numbers on ITU seals (box 21)
 - Reference numbers or transfer note number (box 21)
 - ITU status (box 21)
 - Customs document (box 9)
 - Indication of the type of goods (box 21)
 - NHM code (box 24)
 - Information to be entered in the consignment note in accordance with RID when transporting dangerous goods (box 21)
 - Load mass (box 25)
- 4 Details about the escort/escorts**
 - Name and surname (box 21)
- 5 Issuance of the list of wagons**
 - Address of the company
 - Place and date
 - Signature

6 Order form for wagons owned by the carrier

The order form is intended for foreign users when ordering wagons from SŽ-TP, whereby they must provide clear instructions for empty and loaded runs.

Form content:

Empty run:

- number of wagons,
- series of wagons,
- name of the carrier for whom the empty wagons are intended and the station and its code,
- border crossing codes of a loaded run,
- carriers participating in an empty run (codes and names),
- consignee of wagons,
- exact date of loading.

Loaded run:

- administration where the goods will be loaded,
- name of destination station,
- code of destination station,
- NHM,
- contract number for the SŽ operations,
- carriers participating in a loaded run (codes and names).

The last part states that the user is responsible for an empty run which is not covered, and for violent damage.

Including the date and signature of the user.

Order form is available for completing in an interactive format at www.slo-zeleznice.si/sl/tovorni-promet/uporabnisko-sredisce/pogoji-in-tarife/obrazci.

Appendix 4

Conditions for the use of freight wagons owned by the carrier

The provisions on conditions for the use of wagons owned by the carrier, the procedures for ordering wagons and their cancellation, and the form for ordering wagons are available at

www.slo-zeleznice.si/sl/tovorni-promet/uporabnisko-sredisce/vagoni.

Appendix 5 – Loading guidelines

The guidelines for loading of wagons are issued in special volumes:

0800.12 – UIC Loading Guidelines, Volume 1, Principles

0800.13 – UIC Loading Guidelines, Volume 2, Goods

0800.15 – LOCA Loading classes

All volumes are available at www.slo-zeleznice.si/sl/tovorni-promet/uporabnisko-sredisce/pogoji-in-tarife.

The loading guidelines apply to both inland and international consignments. They are binding on rail transport users and the carrier.

Appendix 6 – List of border crossings

The list of border crossings is published in a special volume

0883.01 – General list of border crossings in international goods transport.

The regulation is available at www.slo-zeleznice.si/sl/tovorni-promet.

**Appendix 7 – Provisions for the electronic exchange of
consignment note or wagon note data between the
carrier and the user**

Provisions for the electronic exchange of consignment note or wagon note data between the carrier and the user

1. The Railway Transport Contracts Act (ZPPŽP) and the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (Appendix B to the COTIF Convention) define the possibility of transmission/exchange of data in electronic form. The content of the data provided must correspond to the data that the user provides to the carrier when submitting a wagon order or announcing transport or other activities in a classic way.

2. A contract is concluded for the exchange of data between the user and the carrier, whereby the contracting parties agree on the methods, procedures and content of data in the unification of business processes through the electronic data exchange. The contract consists of a general and a technical part.

The data submitted in electronic form has the same probative value as the data submitted to the carrier in paper form.

3. The carrier checks the data delivered. In the event of irregularities, the carrier has the right to refuse the data and request that the user provide accurate and complete data.

The user is responsible for any damage that may arise due to differences between the data provided and the actual situation.

Appendix 8 – Transport of containers

Transport of containers

Chapter I

Article 1 – General

1. These provisions apply to containers handed over for transport under the conditions of CIM and ZPPŽP.

These containers may be owned by carriers or privately owned (natural person or legal entity); the classification of the latter is permitted by the state, but they must comply with the applicable international regulations for the construction of large containers.

2. “Container” means a transport device (vessel, tank or other device) which is:
 - made of sturdy material of such durability that it can be used permanently,
 - specifically designed to facilitate the transport of goods by one or more modes of transport without changing the contents,
 - of a volume of at least 1 m³ and with dimensions that do not exceed the dimensions specified in the railway regulations,
 - equipped with devices that facilitate manipulation and fastening.
3. A “large container” is a container with a volume of more than 3 m³ and a length of 6 m (20 feet) or more.
4. The term “container” includes additional accessories and equipment of the container depending on its type provided that the additional accessories and equipment are transported together with the container. However, it does not contain vehicles, their equipment and additional accessories or other packaging.
5. Regarding the maximum container dimensions, international tariffs or regulations valid at the forwarding station apply.

Article 2 – General provisions

1. Unless otherwise specified in the tariff, the contents of one container may be the subject of a single contract of carriage.
2. Unless there is a special provision in this appendix, other provisions of CIM and ZPPŽP apply for the transport of empty and loaded containers.

Loaded closed-type containers are delivered sealed by the consignor. The seal must be of such type that it cannot be opened by force without leaving visible traces. In certain transport, the carrier and the consignor may agree that seals are not used.

The consignor enters the number and designation of the seals they affixed in accordance with the preceding first paragraph in the box of the consignment note intended for the description of goods.

The consignor handing over the goods for transport in open-type containers must take all necessary measures to avoid any hazards caused to the loaded goods by the use of such containers.

If, during the journey, a loaded container is damaged to the point that it cannot be transported further, the carrier may transfer the goods to another container or wagon. If the goods are reloaded into a wagon, the carriage charge is calculated as if the goods were transported from the forwarding station to the destination station in that wagon, unless the carriage charge for the transport in a container is lower. The costs incurred due to the transshipment are charged to the goods, unless the transshipment was due to a fault of the carrier.

Article 3 – Door-to-door transport

1. For containers that the carrier accepts at the consignor's premises, a contract of carriage is concluded at the consignor's premises. For containers issued at the consignee's premises, the contract of carriage is concluded at the consignee's premises.
2. If possible, the forwarding station checks whether information on the number and designation of seals entered by the consignor in box 21 of the consignment note is consistent with the seals affixed to the container. If this is inconsistent, the consignor is asked to correct their information. If the consignor is not available, the forwarding station nevertheless accepts the consignment note, corrects the details and confirm this correction in box 56 "Carrier's declarations".

Chapter II – Reserved

Chapter III – Private containers

Article 4 – Permission

Private containers may be approved by a country, the lines of which fall under the Uniform legal provisions, provided that they comply with the conditions laid down for this purpose in terms of construction and markings. Approved containers, except for large containers, are marked by the carrier with a special mark */P/*.

Article 5 – Information in the consignment note

In addition to the information prescribed in Appendix 1 0800.01 (GTC) or for international transport in 0883.05 – CIM Consignment Note Manual (GLV-CIM), the consignor also enters the following information in the space provided for this purpose in the consignment note:

- type, number, unladen mass in kilograms, as well as other container markings, if applicable,
- the letter */P/* in the case of approved containers, except for the symbol of the country that approved them and in the case of other containers, except for large containers,
- description of goods for empty containers or "Approved empty container" or "Large container – empty".

1 The mass of internal special removable devices used for packaging or securing of goods is not included in the unladen mass of the container.

2 The packaging material and its mass in the returning container are stated separately in the consignment note.

Article 6 – Collect on delivery

An empty private container must not be charged upon delivery.

Article 7 – Special devices

If containers are equipped with special devices (refrigeration units, water tanks, mechanical devices, etc.), then the consignor operates these devices or arranges for their operation.

Article 8 – Return or reconsignment

Unless otherwise agreed, the carrier is not obliged to ensure the return of an empty container or its reuse after issuing a private container to the consignee.

Article 9 – Compensation for loss or damage to the container

The compensation payable under the provisions of CIM – Appendix B to the COTIF Convention for a lost container or damage to the container is calculated on the basis of the repair costs.

Article 10 – Compensation for exceeding the transit period

Notwithstanding the provisions of CIM – Appendix B to the COTIF Convention, the carrier may, by means of a special agreement with the keeper or lessee, ensure special compensation if the transit period is exceeded.

Appendix 9

Conditions for freight wagons of other keepers

Terms and conditions for freight wagons of other keepers are available at www.slo-zeleznice.si/sl/tovorni-promet/uporabnisko-sredisce/vagoni.

Appendix 10 – reserved

Appendix 11 – Collection and invoicing of charges

1 Collection and invoicing of charges – payment contract

Users who frequently transport goods by rail and regularly pay for services provided can conclude an agreement with SŽ-TP that they will not pay for services provided every time, but rather in certain time periods based on an invoice issued. The condition for this method of collection is a concluded payment contract.

1.1 SŽ-TP may conclude a payment contract:

- **with the consignor** if the payer for the services provided under the contract of carriage is the consignor,
- **with the consignee** if the payer for the services provided under the contract of carriage is the consignee,
- **with a third party** who is entered in the CUV consignment note or wagon note as the payer of transport services.

If the consignor or the consignee is not the payer of the services provided, the consignor must enter the code of the payer of transport services in the box of the CUV consignment note or wagon note (box 3 or 6) and enter “16.3 – Payer of transport services (name of the payer and their tax identification number (ID for VAT))” in box 7.

1.2 If the user concluded a customer agreement with SŽ-TP, they must enter the agreement indicator (1) in box 14 of the consignment note, including the 6-digit customer agreement number in box 14. If the user did not conclude a customer agreement with SŽ-TP, the basis for invoicing of services provided is the tariff price. In this case, the user enters the tariff indicator (2) and the six-digit tariff code in box 14. The consignor is responsible for paying transport and other costs.

In the event of a payment contract, the carriage charge is not entered in the consignment or wagon note for inland transport.

Compensation for additional services and other costs for SŽ-TP are entered the consignment note or wagon note.

Transport services for one consignment can only be paid in one way. If a payment contract was concluded with SŽ-TP for the transport of a specific consignment, the charging also includes compensation for services provided by SŽ-TP based on the payment statement.

1.3 The contracting parties agree on the payment terms and conditions and the resolution of complaints with the payment contract.

1.3.1 Collection periods

SŽ-TP charges for the services provided at the end of each collection period. The collection periods are:

- from 1st to 10th of the month;
- from 11th to 20th of the month;
- from 21st to the last day of the month.

The criteria for classifying the services provided into an individual collection period are for:

- **transport and compensation related to the contract of carriage:**
 - a) *in inland transport:*
date of arrival of the consignment at the destination station,
 - b) *in international arrival (import, port transit – transport to the port):*
date of arrival of the consignment at the destination station,
 - c) *for international consignments (export, port transit – transport from the port):*
date of forwarding the consignment,
 - d) *in land transit:*
date of arrival of the consignment at the exit border station,
- **services not linked to the contract of carriage** – are charged based on the date of the service provided.

The payment obligation arises on the last day of the collection period and on the date of the service provided for services not linked to the contract of carriage.

1.3.2 Attachment to the invoice – specification of services provided.

SŽ-TP bills and indicates the services provided in the specification, which is attached to the invoice.

1.3.3 Payment currency

The payment currency is EUR.

1.3.4 Deadline for collection and invoicing

SŽ-TP bills for the services provided, prepares specifications – attachments to the invoice and issues invoices no later than 6 (six) working days after the end of the collection period.

1.3.5 Payment deadline

The deadline for payment of the received invoice is 15 (fifteen) days from the date when the invoice was issued. A different payment deadline may also be agreed upon in a contract. The invoice is settled when the payment arrives in the transaction bank account of SŽ-TP.

In the event of late settlement of received invoices, default interest is charged in accordance with the Statutory Default Interest Rate Act.

If the payment deadline expires on a Saturday, Sunday or a public holiday, the deadline is extended until the first following working day.

1.3.6 Payment security

In the event of repeated payment delays, SŽ-TP may require the user to submit a bank guarantee (which will be cashed in the event of a delay) or a deposit to secure the payment. The contract may also provide for another payment security instrument.

2 Payment based on an issued invoice (PIR) – payment under the “800.20” terms

Users who do not have a payment contract with SŽ-TP for the payment of services provided pay for them on the basis of an invoice issued (PIR).

These provisions apply to users who have the status of a legal entity and their registered office in the Republic of Slovenia or are taxpayers in the Republic of Slovenia, as well as to sole proprietors.

2.1 SŽ-TP issues an invoice to the **consignor** who is the payer of the services provided under the contract of carriage.

2.2

2.3 The consignor must submit all necessary information and certificates (registration certificate, ID for VAT and a valid personal document with a photo (ID, passport) for identification and invoice issuance, so that SŽ-TP can issue an invoice in accordance with the provisions of ZDDV. If they are not a legal entity, an identity document is required. If they fail to provide the required documents, the acceptance of consignment is refused.

2.4 Services provided under the contract of carriage are invoiced based on the date of the service provided in accordance with the provisions of point 1.3.1 of this appendix.

Services that are not linked to the contract of carriage are charged based on the date the service was provided.

SŽ-TP bills and indicates the services provided in a specification that is attached to the invoice issued in EUR.

2.5 Deadline for collection of services and issuing of invoices

SŽ-TP bills for the services provided, prepares a specification and issues an invoice no later than 6 (six) working days after the end of the collection period.

2.6 Payment currency

The payment currency is EUR.

3 Payment of services provided based on the payment order (PNA) – payment under the “800.30” terms

3.1 These provisions apply to:

- natural persons,
- sole proprietors,
- legal entities with registered offices in the Republic of Slovenia,
- legal entities in bankruptcy with registered offices in the Republic of Slovenia.

3.2 PNA can only be issued to users for transport if a payment statement is entered in the consignment note or wagon note on the basis of which SŽ-TP can immediately calculate the price of the transport service.

SŽ-TP issues and delivers PNA to the **consignor** who is the payer of the services provided under the contract of carriage.

- 3.2 SŽ-TP charges for services even before the contract of carriage is concluded. Payment by payment order must be made before the goods are accepted for transport. The consignor is obliged to submit an original proof of payment to SŽ-TP for inspection.
- 3.3 **SŽ-TP subsequently issues an invoice to the user for payments made by payment order.**

Appendix 12 – Customs clearance and other duties required by state authorities

I. Customs clearance and other duties required by state authorities

1. General terms and conditions, responsibilities

- 1.1 During the transport, the carrier performs the formalities required by customs or other administrative authorities.
- 1.2 If the consignor has also included customs duties in the payment statement entered in the consignment note, the carrier may carry out customs formalities at their discretion at the intermediate station or the delivery point. This payment statement does not include any responsibilities for the carrier regarding the payment of customs and other duties. For the foregoing, a special agreement between the consignor and the carrier is required.

Except for the exceptions under the preceding paragraph, the consignee may complete customs formalities at the delivery point where the customs office is located if the consignment note states that customs formalities must be completed at the delivery point, or if there is no such requirement and the goods arrived at the delivery point without customs clearance. The aforementioned formalities can also be carried out by the consignee at the delivery point with no customs office if the laws or regulations of the country permit this or if the carrier and the customs office permitted this in advance. The consignee can enforce one of the rights mentioned above if they first pay the costs incurred by the consignment.

- 1.3 The consignor must attach the documents to the consignment note, which are necessary for the formalities that must be carried out at the request of customs and other administrative authorities before the delivery of the goods. These documents may only relate to the goods from the same consignment note unless provided otherwise in customs or other administrative regulations or tariffs.

If these documents are not attached to the consignment note or if they must be presented by the consignee, the consignor must indicate in the consignment note the station, the customs office or another authority where the carrier will receive the relevant documents and where the necessary formalities must be carried out. If the consignor or their authorised representative is present in person during the formalities required by the customs or other administrative authorities, it suffices that these documents are presented when completing these formalities.

- 1.4 The carrier is not required to verify whether the documents submitted are sufficient and accurate.

The consignor is liable to the carrier for all damage that may arise if documents are not submitted or if they are incomplete, incorrect or not delivered on time, unless the foregoing is the carrier's fault.

The carrier is liable for damage caused by losing, not using or incorrectly using the documents specified in the consignment note and attached to it or the documents entrusted to them; any compensation may never exceed the compensation that would have to be paid if the goods were lost.

- 1.5 Regarding the packaging and coverage of the goods, the consignor must comply with customs or other administrative authorities regulations. If the consignor failed to pack or cover the goods in accordance with these regulations, the carrier can do this, while the incurred costs are charged to the consignment.
- 1.6 The carrier may refuse consignments the seals of which, affixed by customs or other administrative bodies, are damaged or incomplete.

2. Price of services and payment

The payment of services is made in accordance with the provisions of the 0800.02 (RAP) tariff.

II. Representation in customs matters

1. General terms and conditions, responsibilities

SŽ-TP perform representation activities in customs matters in accordance with the relevant provisions of the General Terms and Conditions of International Freight Forwarders of Slovenia (Official Gazette of the Republic of Slovenia, No. 67/2009 of 24 August 2009).

2. Acceptance and processing of orders

To carry out the customs procedure, it is necessary to obtain an order from the customer. An order for the implementation of a customs procedure that requires the use of a customs bond is submitted in written form (e-mail, letter, etc.).

It is necessary to check whether all necessary accompanying documents for the implementation of the requested customs procedure are attached and that they are in compliance with the actual condition of the goods. Unless otherwise agreed in writing, a customs broker acts in the customs formalities process on behalf and for the account of the customer (direct representation). The involvement of the customs broker and their acting on behalf of the customer (indirect representation) must be specifically agreed upon.

3. Harmonisation of documentation

In the event of discrepancy between documents, condition of the goods and the required customs procedure, the customer is notified thereof in writing and is involved in the harmonisation of documentation of the goods.

4. Preliminary inspection of consignments

At the request of the customer or at the initiative of SŽ-TP, a preliminary inspection of the consignment is carried out in order to:

- determine the type and quantity of goods,
- seize any accompanying documentation,
- determine possible damage to the consignment (goods and/or packaging).

An application for a preliminary inspection is submitted to the customs office, and this inspection is carried out in the presence of a customs officer.

5. Preparation of customs documents

Customs documents are prepared in accordance with the regulations on requested customs procedure.

6. Performing tasks of other state authorities

If it is necessary to carry out the tasks required by other state authorities (e.g. health, veterinary, etc.) before the customs procedure, this is done with an official procedure (application).

If the application for the performance of tasks is rejected, the discrepancies are harmonised (see point 3).

7. Resolving discrepancies in the customs procedure

In the event of rejection of customs documents and the consequent unsuccessful customs clearance of the goods, it is necessary to eliminate the discrepancies:

- the customer is informed about all the matters that significantly affect the elimination of the discrepancy and they are obliged to provide the missing data or documents and instructions necessary for carrying out the customs procedure;
- the activity of correction/preparation of customs documentation is instigated after the elimination of discrepancies.

8. Price of services and payment

The price and method of payment for customs services are based on the price list of contractual provisions or as per a special agreement concluded when ordering customs services (*The fee under marginal number 46.1 from tariff 0800.02 (RAP) is not charged in the consignment note*). The payment deadline for customs services using a customs bond may not exceed 30 days.

9. Securing payment of customs duties

The customer is obliged to pay for each service provided and reimburse all costs (customs duties, taxes, excise duties and other charges and costs) in relation to the execution of the order.

SŽ-TP has the right to request an appropriate instrument of payment security (advance payment, bank guarantee, surety, pledge, bill of exchange, etc.) from the customer at any time. When SŽ-TP uses its own funds to execute an order, it is entitled to a special payment for this task (use of a customs bond) and a commission for its own funds used.

10. Order of customs service

The customer sends the order to the following address:

SŽ – Tovorni promet, d.o.o.
Customs activities
Letališka cesta 14
1000 Ljubljana

Contact:

Phone: +386 1 29 15 459, +386 1 29 15 471

Mobile: +386 41 722 412, +386 51 317 069

E-mail: vlado.tratar@slo-zeleznice.si

saso.zalaznik@slo-zeleznice.si

ORDER FORM – DISPOSITION (SAMPLE)

SŽ-TOVORNI PROMET D.O.O.

DISPOSITION FOR CUSTOMS PROCEDURE IMPORT/EXPORT

ORDERER: (name, address, tax number, contact person, phone, fax)

1. Consignor/seller (exporter), EORI number: _____

2. Consignee/buyer (importer), EORI number: _____

3. Customs representation: **D** – directly, **I** – indirectly (mark accordingly)

4. Rule for determining customs value (code 1, 2, 3, 4, 5 or 6 – Articles 29 to 31 of the Customs Code):

Code **1**: Transaction value of imported goods

Codes **2, 3, 4, 5** or **6**

(mark accordingly)

5. Costs that must be included in the price actually paid or payable for the goods (Article 32 of the Customs Code, costs of transporting goods, insurance of goods, royalties, etc.):

Carriage of goods: _____

Insurance of goods: _____

Royalties: _____

Other costs: _____

6. Information on the goods:

Trade name of the goods (description of the goods): _____

No. and type of packaging: _____ Gross/net weight: _____

Customs tariff code: _____

Origin of goods: _____ VAT rate: _____

Customs invoice number: _____ Value of goods in currency: _____

7. Type of transaction: __ Customs procedure: _____ Delivery terms (parity INCOTERMS 2000, 2010): _____ Location: _____

8. Customs benefits (preferential origin, exemption from customs duties, etc.): _____

Type of evidence: _____ Evidence number: _____

9. Customs bond and VAT payment deferral: (mark accordingly)

– Bond of SŽ-TOVORNI PROMET d.o.o.

– Orderer's bond: - Registration number _____

- Customs duty deferment registration number: _____

– other (cash payment A....) _____

– VAT payment deferral (payment method = G) YES NO

10. Special instructions (permits, approvals, certificates, regimes, declarations): _____

11. Other (information not covered in the previous points): _____

The orderer guarantees the accuracy and completeness of the data, and undertakes to reimburse SŽ-TOVORNI PROMET d.o.o. for all damages and costs incurred in the event of inaccurate and incomplete data.

Name and surname of the responsible person:

Stamp and signature:

Documents attached:

AUTHORISATION FOR REPRESENTATION IN CUSTOMS PROCEDURES (SAMPLE)

Financial Administration of the Republic of Slovenia

Ljubljana Financial Office

Ljubljana Customs Department

Letališka cesta 16

1000 Ljubljana

Place and date:

Subject: Authorisation

We authorise SŽ – Tovorni promet, d.o.o., Kolodvorska ulica 11, 1000 Ljubljana, to represent us directly in customs procedures.

Kind regards,

stamp and signature