

0803.00

SŽ-TP CONTAINER TERMINAL TARIFF

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*PREPARED BY: Matic Kastelec, Coordinator III
Alojz ŽELKO, Project Leader*

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REVIEWED BY: Lovro HREN, Head of Production

DATE:

SIGNATURE: ON THE ORIGINAL DOCUMENT

APPROVED BY: mag. Melita Rozman Dacar, Director

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1. GENERAL TERMS

1.1. Scope

Tariff 0803.000 applies to services supplied at the following container terminals:

- Ljubljana KT (42222) / Ljubljana Container Terminal (42222)
- Celje tovorna (KT) (43103) / Celje Freight Station (Container Terminal) (43103)
- Maribor Tezno (KT) (43304) / Maribor Tezno (Container Terminal) (43304)

1.1.1. Applicable areas

The provisions contained in the Tariff apply to:

- large ISO containers carried by truck service,
- cargo handling at container terminals,
- container terminal services,
- operation of cargo lifting and handling equipment,
- making use of container terminals for cargo types other than containers (palletised cargo, sacks, bulk cargo etc.)

The Tariff applies to both parties irrespective of the relevant statutory provisions. It is considered that any party using SŽ-TP container terminal services has knowledge of this Tariff. Users of SŽ-TP container terminal services can access the Tariff at <https://www.slo-zeleznice.si/sl/tovorni-promet>

Any deviations from this Tariff shall be set forth in a separate contract.

1.1.2. Liability

SŽ-TP container terminal (hereinafter “the Terminal”) handles every customer order professionally and undertakes to fulfil its obligations in a quality and responsible manner. The Terminal shall be liable for damage arising in connection with a customer order only when it is shown to be in breach of its duties or at fault for said damage.

Container terminals provide services as requested in the customer order and have liability for damage on ITU (intermodal transport unit) or other cargo which occurred en route between:

- freight wagon-terminal,
- terminal-truck,
- truck-terminal,
- terminal-freight wagon,
- terminal-terminal,
- freight wagon-freight wagon,
- during truck service organised by SŽ-TP.

SŽ-TP shall be liable for external container damage which occurred during carriage by truck service to the end user (road haulage) only if the trip was organised by SŽ-TP under a special arrangement or contract.

In order to assume liability, SŽ-TP must be demonstrated to be at fault.

The Terminal’s liability ends once the consignment is accepted by the consignee or its authorised representative.

The Terminal shall not be held liable for the condition, weight or loss of cargo inside the container unless it is shown to be at fault for the damage to cargo or for its weight.

The consignee or its authorised representative shall report without delay any visible damage to the outside of an ITU. Such damage shall be deemed as apparent damage. The damage has to be reported by e-mail to ktlj.dispecer@slo-zeleznice.si or by calling +3861 29 15613 with all relevant evidence (documents, photos, formal reports) to be included. Claims for damages are processed per special instruction.

The Customer shall be liable for the consequences arising from cargo overloading, incorrect loading/stuffing, packaging and securing loads against uncontrolled movement in ITU containers. The Customer shall also be liable for making sure that both the ITU and the cargo stuffed therein comply with all relevant rules and regulations regarding transport safety and container handling.

The Customer shall bear all consequences arising from the failure to affix seals onto a loaded ITU. SŽ-TP shall not be held liable for any loss or theft of cargo loaded in ITUs not secured by a seal where carriage was not done with the Terminal's vehicles. The Terminal shall notify any such events to the Customer and shall apply, on the Customer's written order, the seal at the Customer's cost and under the liability of the same.

If circumstances have arisen which are unforeseeable and are beyond the reasonable control of the Terminal (emergencies, accidents etc.), the performance of all contracts, agreements or verbal arrangements shall be suspended while the effect of the circumstance continues. During this time, all costs incurred in relation to such circumstances shall be borne by the Customer.

2. TASKS OF SŽ-TP CONTAINER TERMINALS

SŽ-TP container terminal's priority comprises handling and storing ITU and supplying power through reefer points to refrigerated containers ('reefers') in transit and carried by rail.

Warehousing or storing containers not hauled by trains is subject to available storage capacity of SŽ-TP container terminals. Storage fees for such containers are charged for the full period (no free time) of their warehousing or storage at the terminal.

Unloading other types of consignment (palletized cargo, large and oversized freight...) at SŽ-TP container terminals is subject to the available storage capacity and requires a special arrangement. Transshipping such consignments is limited to moving cargo directly from rail to truck or truck to rail.

Freight stacking in an area at the terminal has to be arranged beforehand and is charged without free time.

2.1. Weighing

SŽ-TP container terminals do not provide weighing services for consignments and ITU.

3. ORDERING TRANSPORT SERVICES

Truck and rail freight services shall not provide haulage of, and the Terminal shall not supply services relating to, cargo subject to transport-related prohibitions under the applicable legislation.

Orders have to be made in writing and sent in good time before the service concerned.

Each order shall contain the necessary data to allow a smooth implementation process. Orders have to be made electronically to info.ktlj@slo-zeleznice.si.

Should a SŽ-TP container terminal be unable to complete a particular order, the Customer shall be notified thereof in writing without delay.

Cargo is received and dispatched for carriage by truck service during the terminals' business hours.

3.1. Rail freight

Orders for freight wagons need to be made on the last working day before the day of loading by 10:00 am at the latest.

Carrying ITU in rail requires specialised freight wagons owned by Slovenske železnice - Tovorni promet, d.o.o.,

international rail operators and in private wagons. Consignments are dispatched on the same day they were dropped off at the terminal, provided that the relevant wagon order has been made in good time and all necessary transport documents have been provided.

3.2. Trucking

Orders for truck services have to be made at least 24 hours before the planned trip.

Cancelling a trucking order: any costs associated with cancelling an order for truck services is charged to the Customer.

When the truck service is organised by SŽ-TP container terminal and the relevant order is cancelled on the day of carriage but before the start of the trip, a quarter (1/4) of the daily freight rate shall be charged together with the cost of all services supplied up to the time of cancellation.

Tolls

Tables under 0803.11 do not include toll-related costs the incurred by the Terminal for the leg of journey on toll roads (motorways). Tolls are charged to the Customer under the applicable rates published by the Motorway Company in the Republic of Slovenia (DARS).

3.3 Other services

Next to providing rail freight and road haulage, SŽ-TP container terminal also supplies other services incidental to the carriage of ITU in freight wagons or trucks.

3.3.1. Container labelling

Containers stuffed with dangerous goods have to be labelled with RID/ADR labels in line with the relevant regulations and rules concerning the carriage of dangerous goods. Before containers are dispatched, SŽ-TP container terminal shall visually check the condition of the RID/ADR labels and replace any damaged or missing labels. Labelling is charged under the applicable tariff. The consignor or other responsible person shall be notified if any labels are damaged, affixed incorrectly or missing. No written order is required for the services mentioned above.

3.3.2. Handling and storing containers not carried in rail

ISO containers which are not hauled by trains are handled and stored subject to the available capacity at SŽ-TP container terminals. The service is charged under the applicable tariff. There is no free time for storage of non-rail containers.

3.3.3. Reefer containers

SŽ-TP container terminals supply power to temperature-controlled containers via reefer points. Any malfunctions at the Terminal's container area shall be notified to the Customer or the entity responsible for the container at hand. The temperature inside the container can be recorded as necessary and per request.

3.3.4. Technical inspections

SŽ-TP container terminal can conduct, on request, a visual inspection of the containers and produce a technical condition report. The report is sent to the Customer which ordered the service. SŽ-TP container terminal does not provide inspections of the temperature-regulating systems.

3.3.5. Information regarding the movement of ITU and ITU-carrying wagons

SŽ-TP container terminal can communicate information to the Customer regarding the arrival, departure and condition of containers while at the Terminal. Such information is provided during the Terminal's business hours.

3.3.6. Delivering containers by truck service

Trucking completes rail trips by distributing cargo to the user or picking up consignments at the user's home residence.

The Terminal and its work teams provide truck services under special contracts on receiving and dispatching

cargo in containers and per request.

The maximum gross weight of an ITU container loaded on a vehicle is 26 tonnes. If weighing shows that this weight limit has been exceeded, the delivery fee shall be increased by 200%.

Free dwell time allowed to a vehicle at the place of loading/unloading is two hours, and an additional two hours for any customs formalities, as appropriate. After the above stated periods of free time, a total of €60.00 is charged for each started hour.

Any costs arising in connection with disruptions to cargo handover or acceptance caused by the fault of the consignor shall be borne to the same.

3.3.7. Trucking of dangerous goods

If dangerous goods of Class 3, 4, 5, 6, 8 and 9 are hauled by road (ADR), the freight rate under Tariff 0803.01 is increased by 40%. The Terminal does not provide road haulage of Class 1, 2 and 7 dangerous goods.

3.3.8. High Cube containers

If High Cube containers are hauled by road, the freight rate under Tariff 0803.01 is increased by 10%.

4. *COMPLETING TRANSPORT DOCUMENTS*

Transport documents shall be completed and delivered to the Terminal by the Customer unless agreed otherwise in the relevant contract or unless the Customer requests the documents be completed by the Terminal. The Customer shall bear responsibility as to the accuracy and completeness of the data entered in the transport documents or sent to the Terminal, and shall be held liable for the consequences (costs) arising from any inaccuracies in the transport documents. The Terminal may refuse consignments in case the transport documents contain data which is inaccurate or incomplete. The Customer is fully responsible for clearing any customs inspections.

5. *ITU STORAGE*

The Terminal makes sure that the ITU are grounded in a suitable area and handled using the Terminal's equipment. ITU cannot be handed over without a prior written consent of the entity with the right of disposal. The Terminal shall be liable, throughout the storage period, for any damage on the ITU and shall arrange for repairs of such damage at its own cost, except where the damage was caused by a force majeure event (natural catastrophes, weather conditions, war...).

The container terminal may also provide storage of containers not carried in rail.

6. *SERVICE FEES AND VAT*

All rates under this Tariff are VAT-exclusive and stated in a European currency.

VAT is charged according to the Value Added Tax Act (ZDDDV).

The truck service fee under Tariff 0803.01 is charged per ITU and the shortest possible route in kilometres between the user's home residence and the container terminal. The calculation applies the kilometres travelled between the container terminal and the user's home residence for a one-way journey (a loaded run to the user's home residence and an empty return run to the container terminal or vice versa).

Numbers are rounded by the following formula:

The calculated amount is rounded to two decimal points (i.e. the nearest hundredth or 1/100 EUR) according to the following rule: if the last digit in 0.001 is less than 5, then remove the last digit; if the last digit in 0.001 is 5 or more, remove the last digit and add 1 to the second to the last digit (e.g. EUR 13.762 is rounded to EUR 13.76, while EUR 13.766 is rounded to EUR 13.77).

The amount for the calculation of the tax base is multiplied by the applicable VAT rate. The amount is expressed in two decimal points without rounding.

Fees for incidental services are charges made by the Terminal for any services needed by the Customer in the course of carriage.

The fee for incidental services (“the fee”) is defined by the following formula:

- fees charged on cargo weight - the fee is based on the actual weight (unless stated otherwise in the tariff) where each time the weight is greater than 100 kg it is charged as full 100 kg, or each time it is greater than 10 kg it is charged as full 10 kg;
- fees charged per hour - the fee is charged for every hour started;
- fees charged per day - the fee is charged for each day started.

Services are billed by SŽ-TP container terminal. Invoices can be issued daily, weekly or monthly as per relevant contract with the Customer or payer of the services ordered.

Invoices are sent by e-mail, postal mail or electronically if the payer has the technical conditions in place for e-invoicing.

7. NON-COMMUNITY GOODS

Ljubljana Container Terminal (“KT LJ”) holds the authorisation to operate a customs warehouse for storing non-community goods (also known as ‘customs goods’).

Each consignment of non-community goods needs to have a valid transit document (T1 regular transit procedure or simplified transit procedure with CIM consignment note) before entered into KT LJ customs warehouse.

Non-community goods placed into temporary storage per owner’s directions are entered to customs clearance procedures in line with the Authorisation for operating temporary storage facilities (Authorisation: SŽ-TP No 4240-602/2022-3 FU LJSITSTSI001000181147).

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ANNEXES**Annex 1:**

Table 1: List of SŽ-TP CT rates for ITU carriage by road (truck service)

Table 1: List of SŽ-TP CT rates for ITU carriage by road		
Code	Distance from...to...	EUR
1	2	3
93.03	1-5	124
93.04	6-10	133
93.05	11-15	144
93.06	16-20	149
93.07	21-25	162
93.08	26-30	169
93.09	31-35	174
93.10	36-40	182
93.11	41-45	189
93.12	45-50	194
93.13	51-60	207
93.14	61-70	227
93.15	71-80	257
93.16	81-90	276
93.17	91-100	299
93.18	101-110	319
93.19	111-120	354
93.20	121-130	372
93.21	131-140	395
93.22	141-150	419
93.23	151-160	441
93.24	160-170	469
93.25	171-180	494
93.26	181-190	525
93.27	191-200	554
93.28	201-210	591
93.29	211-220	623
93.30	221-230	660
93.31	231-240	696
93.32	241-250	740

Annex 2:

Table 2: List of SŽ-TP CT rates for handling palletised cargo

Table 2.1: List of SŽ-TP CT rates for handling heavy and oversized cargo

Table 2: List of SŽ-TP CT rates for handling palletised cargo		
<i>Code</i>	<i>Weight in kg from...to...</i>	<i>EUR/piece</i>
<i>1</i>	<i>2</i>	<i>3</i>
	<i>up to 1000kg</i>	<i>4</i>
	<i>from 1000kg to 1500kg</i>	<i>6</i>
<i>*operating a forklift truck is charged separately according to Table 3</i>		
Table 2.1: List of SŽ-TP CT tariffs for handling heavy and oversized cargo		
<i>Code</i>	<i>Weight in kg from...to...</i>	<i>EUR/piece</i>
<i>1</i>	<i>2</i>	<i>3</i>
	<i>up to 5000kg</i>	<i>15</i>
	<i>from 5000kg to 10000kg</i>	<i>30</i>
	<i>more than 10000kg</i>	<i>80</i>
<i>*operating a forklift truck or other handling equipment is charged separately according to Table 3</i>		

Annex 3:

Table 3: List of rates for services supplied by SŽ-TP container terminals

Table 3: List of rates for services supplied by SŽ-TP container terminals			
<i>Code</i>	<i>Service</i>	<i>Unit</i>	<i>€</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>Old rate effective until 31 Dec 2022</i>
<i>M</i>	<i>CONTAINER HANDLING, EMPTY AND STUFFED</i>		
	<i>- container, swap body or semi trailer</i>	<i>ITU/way</i>	<i>70 €</i>
	<i>- RID/ADR container - explosive and radioactive materials</i>	<i>ITU/way</i>	<i>100 €</i>
	<i>- for truck haulage to the place of loading/unloading, repairs, washing etc.</i>	<i>ITU/way</i>	<i>70 €</i>
<i>LK</i>	<i>DEMURRAGE ON CONTAINERS (no ADR/RID)*</i>		
<i>-</i>	<i>- empty - free time up to 5 business days (incl. the day of arrival and the day of departure)</i>	<i>container</i>	
	<i>- demurrage charge - 20' container, empty</i>	<i>day</i>	<i>3 €</i>
	<i>- demurrage charge - 30', 35', 40' container, empty</i>	<i>day</i>	<i>6 €</i>
	<i>- demurrage charge for 14-30 days or more, empty</i>	<i>day</i>	<i>12 €</i>
	<i>- demurrage charge on periods above 30 days, empty</i>	<i>day</i>	<i>20 €</i>
<i>-</i>	<i>- stuffed - free time up to 3 business days (incl. the day of arrival and the day of departure).</i>	<i>container</i>	
	<i>- demurrage charge - 20' container, stuffed</i>	<i>day</i>	<i>6 €</i>
	<i>- demurrage charge - 30', 35', 40' container, stuffed</i>	<i>day</i>	<i>12 €</i>
	<i>- demurrage charge for 14-30 days or more, stuffed</i>	<i>day</i>	<i>12 €</i>
	<i>- demurrage charge on periods above 30 days, stuffed</i>	<i>day</i>	<i>20 €</i>
	<i>* containers not carried by rail have no free time - demurrage is charged from first to last day</i>	<i>day</i>	
	<i>DEMURRAGE ON CONTAINERS (ADR/RID - EXPLOSIVE AND RADIOACTIVE MATERIALS)</i>		
<i>-</i>	<i>- stuffed - no free time</i>	<i>container</i>	
	<i>- demurrage charge - 20' container, stuffed - not allowed</i>	<i>day</i>	
	<i>- demurrage charge - 30', 35', 40' container, stuffed - not allowed</i>	<i>day</i>	
<i>LKI</i>	<i>DEMURRAGE ON CONTAINERS (ITU WITH RID/ADR) except explosive and radioactive materials</i>		
<i>-</i>	<i>- empty - free time on day of arrival and day of departure</i>	<i>container</i>	
	<i>- demurrage charge - 20' container, empty</i>	<i>day</i>	<i>6 €</i>
	<i>- demurrage charge - 30', 35', 40' container, empty</i>	<i>day</i>	<i>12 €</i>
	<i>- demurrage charge for 14-30 days or more, empty</i>	<i>day</i>	<i>12 €</i>
	<i>- demurrage charge on periods above 30 days, empty</i>	<i>day</i>	<i>20 €</i>
<i>-</i>	<i>- stuffed - free time of up to 3 business days</i>	<i>container</i>	
	<i>- demurrage charge - 20' container, stuffed</i>	<i>day</i>	<i>8 €</i>
	<i>- demurrage charge - 30', 35', 40' container, stuffed</i>	<i>day</i>	<i>15 €</i>
	<i>- demurrage charge for 14-30 days B48re, stuffed</i>	<i>day</i>	<i>20 €</i>
	<i>- demurrage charge on periods above 30 days, stuffed</i>	<i>day</i>	<i>40 €</i>

<i>LBC</i>	<i>DEMURRAGE ON INTERMODAL TRANSPORT UNITS B and C</i>		
-	<i>- empty / stuffed - free time of up to 2 business days</i>	<i>trans. unit</i>	
	<i>- demurrage on Intermodal Transport Unit C, empty / stuffed</i>	<i>trans. unit</i>	<i>18 €</i>
	<i>- demurrage on Intermodal Transport Unit B, empty / stuffed</i>	<i>semi trailer</i>	<i>23 €</i>
<i>VV</i>	<i>TRUCKS ENTERING THE CONTAINER TERMINAL</i>		
	<i>- dwell time up to 1 hour</i>	<i>vehicle</i>	<i>12 €</i>
	<i>- further dwell time for each started hour</i>	<i>hour</i>	<i>14 €</i>
<i>PV</i>	<i>TECHNICAL INSPECTION OF ITU</i>		
	<i>Inspecting fitness for carriage</i>	<i>ITU</i>	<i>5 €</i>
	<i>Inspecting technical condition and producing an inspection report</i>	<i>ITU</i>	<i>10 €</i>
<i>AS</i>	<i>ADMINISTRATIVE SERVICES SUPPLIED BY CONTAINER TERMINAL</i>		
-	<i>Communicating information about ITU movement/status:</i>		
	<i>- inland and international carriage</i>	<i>message</i>	<i>3 €</i>
	<i>Producing consignment notes - rail or road (CMR)</i>	<i>consignment note</i>	<i>SŽ-TP 800.02</i>
	<i>Preparing and communicating data (per special arrangement)</i>	<i>Document</i>	
	<i>Change of transport unit in the document</i>	<i>accompanying doc.</i>	<i>60 €</i>
<i>OS</i>	<i>OTHER SERVICES</i>		
	<i>ITU handover between ITU owners</i>	<i>ITU</i>	<i>10 €</i>
	<i>Presence at inspections by governmental authorities</i>	<i>ITU</i>	<i>33 €</i>
	<i>Sealing of ITU - empty or stuffed</i>	<i>ITU</i>	<i>23 €</i>
	<i>Plugging ITU into an electrical power outlet</i>	<i>ITU/hour</i>	<i>3 €</i>
	<i>Customs brokerage (goods classified as sensitive in NCTS)</i>	<i>Document</i>	<i>76 €</i>
	<i>Customs brokerage (goods not classified as sensitive in NCTS)</i>	<i>Document</i>	<i>64 €</i>
	<i>Delivering/picking up freight wagons to/at terminals</i>	<i>Wagon/way</i>	<i>20 €</i>
	<i>Reading temperature data and communicating data readings</i>	<i>ITU</i>	<i>10 €</i>
	<i>Daily freight rate (truck service)</i>	<i>day</i>	<i>310 €</i>
	<i>Freight vehicle held up at the place of loading/unloading if the Customer is at fault</i>	<i>Hour</i>	<i>60 €</i>
	<i>RID/ADR labelling</i>	<i>Label</i>	<i>12 €</i>

Annex 4:

Table 4: List of SŽ-TP CT rates for the use of cargo lifting and handling equipment

Table 4: List of SŽ-TP CT rates for the operation of container handling equipment		
<i>Code</i>	<i>Rate including the equipment operator</i>	<i>€/ 1/2 hour</i>
<i>1</i>	<i>2</i>	<i>3</i>
	<i>Powered forklift truck with a lifting capacity between 2 and 3 tonnes</i>	<i>21</i>
	<i>Powered forklift truck with lifting capacity greater than 3 tonnes*</i>	<i>50</i>
	<i>Manual lifter - rates do not include operator</i>	<i>12</i>
	<i>Manual cart - rates do not include operator</i>	<i>12</i>
<i>*minimum operating time billed is 2 hours</i>		

Annex 5:

Table 5: List of SŽ-TP CT hour rates for operators of handling equipment

Table 5: List of SŽ-TP CT hour rates for operators of handling equipment		
<i>Code</i>	<i>Rate</i>	<i>€/hour</i>
<i>1</i>	<i>2</i>	<i>3</i>
	<i>Hour rate for storage clerk, upon special arrangement</i>	<i>34</i>
	<i>Hour rate for handling equipment operator, upon special arrangement</i>	<i>29</i>