

BASIC AGREEMENT ON INFRASTRUCTURE USE

(„BASIC AGREEMENT IU“)

Master Agreement for Applicants pursuant to section 1 (12) ERegG, valid for performance during the 2019 working timetable period

DB Netz Aktiengesellschaft,
represented by the management board,

- hereinafter referred to as “DB Netz” -

and

the **Applicant pursuant to section 1 (12) ERegG #####,**
represented by (...),

- hereinafter referred to as “Applicant” -

hereby enter into the following Basic Agreement on Infrastructure Use:

§ 1

SCOPE OF APPLICATION

- (1) This Basic Agreement IU applies to the performance concerning access to the railway infrastructure and service facilities operated by DB Netz within the scope of application of Germany’s Railway Regulation Act (ERegG).
- (2) The provisions of this Basic Agreement IU shall in each case become an integral part of the individual usage agreements concluded on the basis of this Agreement for the relevant use of railway infrastructures or service facilities by the Applicant.

§ 2

OBJECTIVE

- (1) The Applicant issues applications for path allocation respectively usage of service facilities on his own behalf or on behalf of the RU involved on the basis of this Basic Agreement IU.

§ 3

CONDITIONS OF USE; REGULATIONS

- (1) The railway infrastructure terms and conditions of the Network Statement of DB Netz AG for the working timetable 2019, which can be viewed by the Applicant at www.dbnetze.com/snb or at the DB Netz office in charge of the contractual documents, apply for the use of the railway infrastructure of DB Netz.

The terms and conditions of the Network Statement for Service Facilities (NSSF) of DB Netz AG as amended at any time, which can be viewed by the Applicant at www.dbnetze.com/nbs or at the DB Netz office in charge of the

contractual documents, apply to the use of the service facilities of DB Netz.

Amendments to the Network Statement and to the NSSF shall be notified to the Applicant by DB Netz in writing in accordance with the deadlines set out in the Network Statement or the NSSF respectively. The amendments can be viewed by the Applicant at www.dbnetze.com/snb or www.dbnetze.com/nbs or at the DB Netz office in charge of the contractual documents.

- (2) The Network Statement contains the List of Charges valid for the working timetable 2019. In deviation from this rule, the list of charges for DB Netz service facilities published **##. ##. 20##*** is valid for the usage of service facilities according to the Network Statement for Service Facilities during the working timetable 2019. This List can be viewed by the Applicant at www.dbnetze.com/aps2019 or at the DB Netz office in charge of the contractual documents.
- (3) The Applicant has had the opportunity to take note of the documents mentioned in the above paras. 1-2 prior to conclusion of this Agreement.

§ 4

SPECIAL PROVISION FOR INVOLVED RUs LACKING A SAFETY CERTIFICATE

The Applicant is obliged to include only RUs in possession of a safety certificate in accordance with § 7a AEG or the fiction according to § 38 AEG, as far as routes/route segments are going to be used that require a safety certificate. The routes/route segments on which a safety certificate is required are listed in **Annex 1** to this Agreement. The exemptions according to § 2(20) and § 5(6) AEG shall remain unaffected by the above provision.

§ 5

CONTACTS AND COMMUNICATION

- (1) The parties shall appoint persons or offices as contacts for performance of this Agreement and sales, who are authorized and in a position to make decisions at very short notice in the name of DB Netz and/or the Applicant. Contacts shall be listed in **Annex 2** to this Agreement. Each party is entitled to appoint new persons or offices in writing in order to replace the persons mentioned in **Annex 2**, without requiring the consent of the other party respectively.
- (2) Communication concerning the performance of this Agreement shall be conducted with DB Netz under the customer number:

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§ 6

TERM AND TERMINATION

- (1) The Basic Agreement IU has a fixed term of validity. It shall take effect upon being signed and ends on 14 December 2019. A new Basic Agreement IU shall be entered into for performance relating to the 2020 working timetable. Notice of

ordinary termination during the term of this Agreement is excluded. The possibility of terminating this Agreement with immediate effect for good cause shall remain unaffected.

- (2) [If applicable] As of 09 December 2018 this Agreement shall replace the “Agreement on infrastructure usage” between DB AG/DB Netz [complete as applicable] and the Applicant dated ##.##.####.
- (3) If and insofar as DB Netz modifies the documents referred to in Clauses 3 (1) and (2) of this Agreement, the Applicant shall be entitled to terminate this Agreement in writing as of the date on which the modified contractual terms are published, subject to one month’s notice effective when the modifications take effect.

§ 7 FINAL PROVISIONS

- (1) There are no implied, oral or written ancillary agreements to this Agreement. Amendments and supplements to this Agreement have to be in writing; Clause 3 (1) and (2) of this Agreement shall remain unaffected. This also applies to a waiver of this clause requiring written form.
- (2) The venue for legal disputes arising under and in connection with this Agreement is Frankfurt am Main, Germany.
- (3) This Agreement is issued in ### originals. Each party shall receive an original.
- (4) Standard terms and conditions of the Applicant do not apply unless DB Netz has given its express written consent to the application of such terms.
- (5) Should individual provisions of this Agreement be or become invalid or unenforceable on legal grounds without the continuation of this Agreement being unacceptable for a contracting partner, this shall not affect the remaining provisions hereof. The same applies in case of a gap in the provisions of this Agreement. In order to replace the invalid or unenforceable provision, or in order to fill the gap, this Agreement shall be supplemented or interpreted such that the intended economic objectives of the contracting partners are achieved if at all possible.

On behalf of DB Netz AG:

On behalf of the Applicant:

ANNEX 1

List of supraregional track networks, which are not networks of regional transport within the meaning of § 2 (20) AEG

- Aachen - Mönchengladbach - Duisburg/Düsseldorf
- Appenweier - Kehl - Strasbourg
- Bad Bentheim - Rheine - Osnabrück - Löhne
- Berlin - Wittenberge - Schwerin - Rostock - Warnemünde
- Berlin - Angermünde - Pasewalk - Züssow - Stralsund - Rostock/Ostseebad Binz
- Berlin - Neustrelitz - Rostock
- Berlin - Frankfurt(O) Pbf - Oderbrücke
- Berlin - Lübbenau - Cottbus
- Berlin - Dresden - Bad Schandau
- Berlin - Bitterfeld - Leipzig/Halle
- Berlin - Brandenburg/Rathenow - Stendal/Magdeburg
- Erfurt - SFS - Halle/Leipzig - Dresden
- Erfurt - Naumburg
- Erfurt - Eisenach - Bebra
- Erfurt - Theuern SFS (- Kurve Coburg -) Bamberg
- Frankfurt(M) - Marburg
- Frankfurt(M)/Wiesbaden - SFS (- Köln/Bonn Flugh -) Köln
- Frankfurt(M) - Koblenz - Bonn - Köln (links-/ rechts-rheinisch)
- Frankfurt(M) - Hanau(Main) - Fulda
- Frankfurt(M) - Hanau(Main) - Gemünden/SFS (- Würzburg)
- Frankfurt(M) - Darmstadt (- Heidelberg)
- Frankfurt(M) - Biblis
- Freilassing - Berchtesgaden
- Hamburg - Neumünster - Flensburg/Kiel
- Hamburg - Husum - Westerland
- Hamburg - Lübeck - Puttgarden/Fehmarn-Burg
- Hamburg - Wittenberge/Schwerin
- Hamburg - Bremen - Diepholz - Osnabrück - Münster
- Hamburg - Nienburg/Celle
- Hannover - Lehrte/Hildesheim - Braun-schweig/Wolfsburg - Stendal/Magdeburg
- Hannover - Celle
- Hannover - Nienburg - Bremen - Oldenburg(Oldb) - Leer
- Hannover - SFS - Kassel
- Hannover - Kreiensen - Eichenberg - Kassel/Bebra
- Hannover - Löhne - Bielefeld - Hamm(Westf.) - Dort-mund/Unna
- Karlsruhe - Offenburg - Freiburg - SFS/Altstrecke - Basel Bad Bf
- Karlsruhe - Bruchsal - Heidelberg/SFS Vaihingen(Enz)
- Karlsruhe - Waghäusel/SFS - Hockenheim
- Karlsruhe - Pforzheim
- Karlsruhe - Ettlingen/Durmersheim - Rastatt
- Kassel - Altenbeken - Lippstadt - Soest - Hamm(Westf.)
- Kassel - Marburg
- Kassel - Bebra - Fulda
- Kassel - SFS - Fulda - SFS/Gemünden - Würzburg
- Köln - Düsseldorf - Duisburg - Oberhausen/Bottrop/Essen - Herne/Bochum - Dortmund
- Köln - Wuppertal - Hagen - Dortmund/Unna
- Köln - Aachen
- Magdeburg - Halle/Dessau - Leipzig
- Magdeburg - Stendal - Wittenberge

- Mannheim - Bürstadt/Worms - Biblis/Mainz - Wiesbaden
- Mannheim - Darmstadt/Heidelberg
- Mannheim - Schwetzingen/SFS - Hockenheim - SFS (- Vaihingen(Enz))
- Mannheim - Ludwigshafen(Rhein) - Kaiserlautern - Saarbrücken - Forbach
- Mühlheim(Baden) - Neuenburg(Baden) Grenze
- München - Ingolstadt
- München - Augsburg - Ulm
- München/Augsburg - Buchloe - Memmingen/Kempton - Lindau/Oberstdorf
- München - Grafing - Rosenheim - Kufstein/Salzburg
- München - Garmisch-Partenkirchen
- Münster - Hamm(Westf.)
- Norddeich(Mole) - Emden/Emden-Außenhafen - Leer - Rheine - Münster - Dortmund/Essen/
- Oberhausen
- Nürnberg - Würzburg
- Nürnberg - Regensburg - Passau
- Nürnberg/Würzburg - Treuchtlingen - Augsburg
- Nürnberg - Ingolstadt
- Nürnberg - Ansbach - Crailsheim - Aalen
- Nürnberg - Bamberg - Saalfeld - Halle/Leipzig
- Oberhausen - Emmerich
- Offenburg - Singen
- Stuttgart - SFS/Bietigheim - Vaihingen(Enz) - Pforzheim/SFS (- Hockenheim/Heidelberg)
- Stuttgart - Horb - Rottweil - Singen - Konstanz/Schaffhausen
- Stuttgart - Schorndorf - Aalen
- Stuttgart - Plochingen - Ulm/Tübingen
- Ulm - Friedrichshafen - Lindau
- Ulm - Memmingen - Kempton

The list shows the current status at the time of our submission of the contract offer. Please check for any updates to the list directly on the website of the federal railway authority: www.eba.bund.de

ANNEX 2

Contact person of the RU

a. Contact person for the performance of this Agreement and sales

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

b. Contact person for the management of operations and addressee of information with security character

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

If addressee of information with security character is different from contact person for the management of operations

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

c. Contact person emergency management (24 hours availability)

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

Rail operations manager

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

Contact person DB Netz AG:

a. Contact person for the performance of this Agreement and sales

DB Netz AG
Regional Unit XX
Customer management department
Street
ZIP City
Phone xxx
Fax xxx
E-Mail: xxx@deutschebahn.com

b. Contact person for the management of operations

DB Netz AG
Regional Unit XX
Customer management department
Street
ZIP City
Phone xxx
Fax xxx
E-Mail: xxx@deutschebahn.com

c. Contact person emergency management (24 hours availability)

DB Netz AG Regional unit Süd Control center Coordinator of railway network	DB Netz AG Regional unit Control center Coordinator of railway network	DB Netz AG Regional unit Südost Control center Coordinator of railway network
DB Netz AG Regional unit Südwest Control center Coordinator of railway network	DB Netz AG Regional unit Nord Control center Coordinator of railway network	
DB Netz AG Regional unit Mitte Control center Coordinator of railway network	DB Netz AG Regional unit Ost Control center Coordinator of railway network	