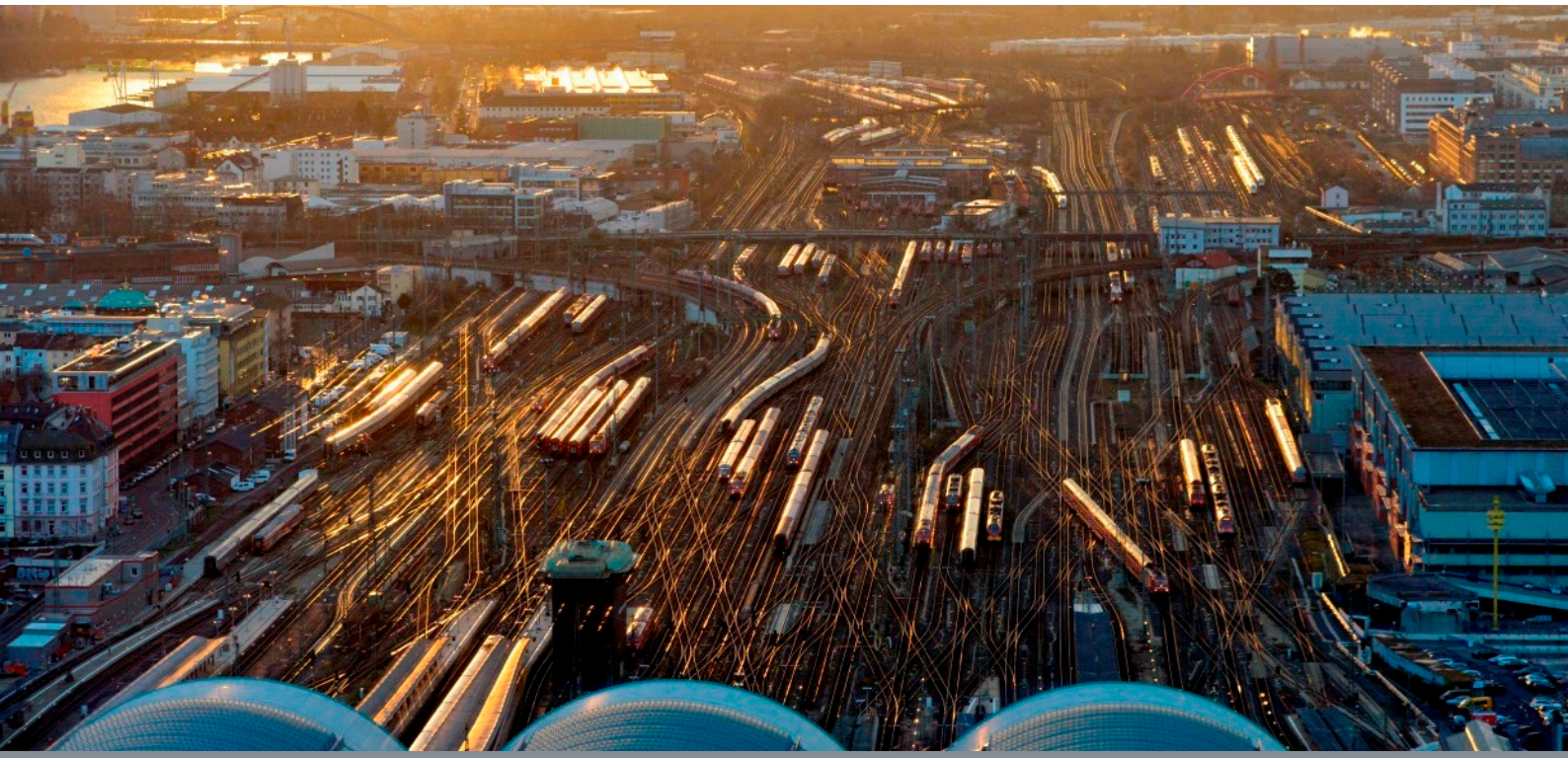


DB Netz AG Network Statement 2019

valid from 09.12.2018

DB Netz AG

Headquarters

I.NMN

Version control

Date	Modification
10.12.2017	Amendment of Network Statement 2018 as at 10. December 2017 (Publication of the Network Statement 2019)
17.01.2018	Amendment of Network Statement 2019 due to decision of the Federal Network Agency (BNetzA) to the application of DB Netz AG for approval of the charging principles and charges for the provision of the minimum access package with effect from 09. December 2018 (TPS 2019)
06.12.2018	Addition of detailed information concerning funding of rail freight transport by way of pro-rated financing of the approves track access charges
09.12.2018	Amendment Section 2.8 of the Network Statement
01.06.2019	Amendment Section 6.5 of the Network Statement “Incentive system to enhance performance capability”
21.06.2019	Amendment Section 6.3.3.1 of the Network Statement

Printed by
DB Netz AG

Editors
Principles of Network Access/Regulation (I.NMN)
Theodor-Heuss-Allee 7
60486 Frankfurt am Main

Picture credits
Front page photo: Urheber: Ralf Baum

Notes

1. Pending court proceedings regarding prohibitions of individual clauses

The following clauses may still be modified due to court proceedings:

- Section 2.9.8.3

  The Federal Network Agency (BNetzA) rejected the intended modification in section 2.9.8.3 sentence 2 lit. c) of the Network Statement 2018 with its decision of 18 November 2016 – BK 10-16-0009_Z, namely the modification to use the word "material" in relation to contractual duties. The rejection also covers the addition in brackets, which includes an abstract legal definition of the material contractual duty.

  If the rejection should be qualified as unlawful as a result of court proceedings, section 2.9.8.3 sentence 2 lit. c) would read as follows:

  „only for damage resulting from a non-inconsiderable infringement of a material contractual duty (an obligation whose satisfaction is what makes the proper performance of the contract even possible and the observance thereof is something on which the contractual partner regularly relies and is able to rely); in this case, however, liability is limited to compensating the damage that is foreseeable and which typically occurs."

- Section 2.9.8.4

  The Federal Network Agency rejected the intended modification in section 2.9.8.4 subsection 1 of the Network Statement 2018 with its decision of 18 November 2016 – BK 10-16-0009_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, section 2.9.8.4 would read as follows:

  „2.9.8.4 Third Party Liability Act, attribution of fault, settlement between joint and several debtors

  In any event, DB Netz AG's liability for damage to property under section 1 of the Third Party Liability Act relies that DB Netz AG be at fault. This does not apply to any liability for personal damage of the Applicant or the involved RU.

  The limitations on liability under section 2.9.8.3 also apply in the event of breaches of duty by or for the benefit of persons for whose fault DB Netz AG or the Applicant or the involved RU is responsible under statutory provisions.

  If DB Netz AG and the Applicant or the involved RU are liable as joint and several debtors for any damage to a third party, the limitations on liability under section 2.9.8.3 of the Network Statement and this section 2.9.8.4 will not apply in relation to the settlement between joint and several debtors in the internal relationship between DB Netz AG and the Applicant or the involved RU."

- Section 4.2.5.1

  With its decision of 22 September 2015 – file no.: 10.030-F-15-404, the Federal Network Agency objected to the intended deletion of the following wording in section 4.2.5.1:

  "In the event of the technical failure of PCS, RNE offers the option of submitting train path applications for PaPs by means of sending the current RNE application form to the contact named in section 1.9.2."

2. General

The charging principles and charges published here for the working timetable period 2018 / 2019 concerning the minimum access package and being subject to the approval of the Federal Network Agency pursuant to section 45 ERegG have been approved with the decision of 17 January 2018. Appeals have been lodged against the decision. The charging principles and charges for the working timetable period 2018 / 2019 may change as a result of the appeal procedure. The charges indicated in the final and binding decision will be finally valid.

Contents

List of Annexes

1 GENERAL INFORMATION

1.1 Introduction

As RIU, DB Netz AG is responsible for the provision, further development and operation of most of the German railway infrastructure. As a wholly owned subsidiary of Deutsche Bahn AG, the central task of DB Netz AG is to create the basis for safe, reliable rail operations with a substantially top quality railway infrastructure tailor-made to the needs of the RUs. It draws up timetables and sells train paths in the sense of Art. 1 (20) ERegG, service facilities and related services to customers at home and abroad.

1.2 Objective

With the Network Statement, DB Netz AG duly publishes its terms and conditions governing access to and usage of its rail network pursuant to Article 19 ERegG In the process, it is providing its customers with extensive information facilitating the provision of transport services on the rail network managed by DB Netz AG.
The Network Statement contains rules, time limits/deadlines, procedures, charging principles and terms and conditions of business governing usage of the rail network managed by DB Netz AG.

1.3 Legal basis

The Network Statement is based in particular on the following legislation/regulations:

- Railway Regulation Act (ERegG),
- General Railway Law (AEG),
- Implementing Regulation (EU) 2015/909 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service,
- Implementing Regulation (EU) 2015/429 setting out the modalities to be followed for the application of the charging for the cost of noise effects,
- Implementing Regulation (EU) 2015/ 10 on criteria for Applicants for rail infrastructure capacity,
- Railway Construction and Operation Regulations (EBO),
- Railway Signalling Regulations (ESO),
- Railway Safety Ordinance (ESiV),
- Trans-European Railway Interoperability Law (TEIV) and
- Technical Specifications for Interoperability (TSI).

More information is published on the internet at:

www.gesetze-im-internet.de

1.4 Legal framework of the Network Statement

1.4.1 Scope

The Network Statement regulates the rights and duties in the relationship between:

- Applicants pursuant to Article 1 (1) ERegG, keepers of railway vehicles pursuant to Article 31 AEG including any involved RUs pursuant to Article 51 (1) S. 3 ERegG
- and DB Netz AG

with regard to access to the rail infrastructure operated by DB Netz AG in the scope of the ERegG, including the corresponding General Terms and Conditions. Under rail infrastructure in the sense of sentence 1, the rail freight corridors in the scope of the ERegG are also included (cf. Section 1.9 Network Statement). The provisions of this Network Statement relating to the

Applicant apply accordingly to third-party companies entering into the rights and duties arising from the ENV pursuant to Article 22 ERegG.

1.4.1.1 DB RegioNetz Infrastruktur

The Network Statement also covers the rail infrastructure operated by RNI as subsidiary of DB Netz AG. Any details of the infrastructure or contact persons at RNI not cited below are published on the internet at:

www.suedostbayernbahn.de

www.erzgebirgsbahn.de

www.oberweissbacher-bergbahn.de

www.kurhessenbahn.de

www.westfrankenbahn.de

1.4.1.2 German rail routes on Swiss territory

On account of the state treaties dated 1852 et seq. between the Grand Duchy of Baden and the Swiss Confederation, DB Netz AG operates service facilities on Swiss territory while heeding Swiss sovereignty rights. The Network Statement does not apply to service facilities or parts of the service facilities including the respective functionalities and any existing peripheral facilities of DB Netz AG on Swiss territory. The physical location of these service facilities and the legal principles applying to access to and usage of said facilities are published on the internet at:

www.dbnetze.com/schweiz

1.4.2 Liability

Despite the greatest of care, in view of the statutory publication deadlines and the large number of on-going changes, particularly in terms of information and details about infrastructure details, it possible for there to be deviations between the contents of the Network Statement at the point in time of publication and the actual prevailing condition. DB Netz AG is therefore grateful for information about missing or deviating details.

The Network Statement contains links to external third-party websites where DB Netz AG has no influence on the contents. DB Netz AG cannot assume any warranty for the contents of such websites. The providers or operators of the linked websites are responsible for the content. The linked websites were reviewed for any possible legal infringements at the point in time of publication. No illegal contents were apparent at the point in time of publication. Without any concrete indications of legal infringements, DB Netz AG cannot be reasonably expected to pursue a constant review of the contents of the linked websites. Should DB Netz AG receive information about legal infringements, it will delete the corresponding links.

1.4.3 Appeals Procedure

The Sales contacts named in Section 1.8 of the Network Statement are responsible for dealing with any complaints related to the Network Statement. It is also possible to apply to the Federal Network Agency for a procedure pursuant to Article 66 ERegG.

1.4.4 Arbitration Agreement

With the consent of the Applicant or the involved RU, DB Netz AG can include an arbitration agreement in the Basic Agreement IU from the ENV for solving disputes.

1.4.5 Application of GTC of the Applicant

General Terms and Conditions of the Applicant or the involved RU do not apply unless DB Netz AG has given explicit written consent to their validity.

1.4.6 Formal requirements

If and insofar as the written form is required by law, the ENV or the Network Statement, the electronic form shall not be sufficient to fulfil the requirement for the written form, unless corresponding provision is made explicitly in the Network Statement.

1.5 Structure of the Network Statement

The structure of this Network Statement complies with the statutory requirements together with the layout recommended by RNE (cf. Section 1.10 Network Statement). The recommended layout and corresponding changes are published on the internet at:

www.rne.eu/network-statement

The respective topics are therefore always also dealt with in the same point in the Network Statements of the European neighbouring RIUs of DB Netz AG.

1.6 Term of and amendments to the Network Statement

This Network Statement forms the basis of the allocation procedure and contractual conclusions and amendments for the train paths of the 2018/2019 working timetable period (09.12.2018 – 14.12.2019). Only this Network Statement is to be applied to train path construction for the 2018/2019 working timetable period. It becomes valid on 09 December and are valid indefinitely. The 2018 Network Statement becomes invalid on the same date insofar as it has been amended by the present version of the Network Statement.

1.7 Publication and opportunity to respond

The Network Statement, intended new issues or amendments pursuant to Article 19 (2) ERegG and any amendments hereto resulting from official or court decisions shall be published free of charge in German and English on the internet at:

www.dbnetze.com/snb

In the event of any discrepancies between the German and the English version of this Network Statement, the German version alone is authoritative.

The internet address is announced in the Federal Gazette.

1.8 Contacts at DB Netz AG

Individual customer support is provided by the company headquarters in Frankfurt am Main and the seven Regional Units.

Contact	Area
Regional sales	Customer assistance/support regarding timetabling questions, preparation of new transport services, network access to traffic facilities and infrastructure, compiling and dealing with infrastructure usage agreements and billing usage charges
Working timetable departments	Devising the working timetable/ad hoc services, special train path questions, exceptional transports, worksite traffic timetable, train path applications for ad hoc services
Working timetable customer centre	Train path applications for the working timetable, acceptance of train path applications for the working timetable, draft working timetable, responses to the provisional draft working timetable, train path offers for the working timetable, Managing existing framework contracts agreement applications

Details of contacts at DB Netz AG are published on the internet at:

www.dbnetze.com/kontakte

1.8.1 Contacts of international RIUs

Information about the Network Statements and railway infrastructure of the European neighbouring RIUs and their contacts in OSS are published on the internet at:

Country	RIU	Contact
Denmark	Banedanmark (Rail Net Denmark)	www.bane.dk
Poland	PKP Polskie Linie Kolejowe S.A.	www.plk-sa.pl
Czech Republic	SŽDC, Správa železnicní dopravní cesty, státní organizace	www.provoz.szdc.cz
Austria	ÖBB Infrastruktur AG	www.oebb.at
Switzerland	Swiss Train Paths Ltd SBB Infrastructure	www.train-paths.ch www.sbb.ch
France	SNCF Réseau	www.sncf-reseau.fr
Luxembourg	ACF Administration des Chemins de Fer	www.railinfra.lu
Belgium	Infrabel, SA Under public law	www.railaccess.be
Netherlands	ProRail B.V.	www.prorail.nl

Further information can be found under the following links of RNE:

www.rne.eu/organisation/oss-c-oss

www.rne.eu/organisation/networkstatements

1.8.2 Other contacts

Other contacts and their details are as follows:

Name	Contact
Association of German Transport Undertakings (VDV)	www.vdv.de
Federal Railway Authority (EBA)	www.eisenbahnbundesamt.de
Federal Network Agency (BNetzA)	www.bundesnetzagentur.de
Regulatory authorities of the federal states	https://www.eba.bund.de/DE/Themen/Eisenbahnunterneh-men/Genehmigungsverfahren_EVU/genehmigungsverfahren_evu_node.html

1.9 Rail freight corridors

The rail infrastructure of DB Netz AG makes up a component of the rail freight corridors to be established under Regulation (EU) No 913/2010 (supplemented by Annex II to Regulation (EU) No 1316/2013 and Implementing Decision (EU) 2015/1111):

- Rhine-Alpine Corridor:

  Zeebrugge-Antwerp/Amsterdam/Vlissingen/Rotterdam-Duisburg-[Basel]-Milan-Genoa

  Detailed information on the corridor is available at:

  www.corridor-rhine-alpine.eu

- Scandinavian-Mediterranean Corridor:

  Stockholm/[Oslo]/Trelleborg-Malmö-Copenhagen-Hamburg-Innsbruck-Verona-La Spezi-a/Livorno/Ancona/Taranto/Augusta/Palermo

  Detailed information on the corridor is available at:

  www.scanmedfreight.eu

- Atlantic Corridor:

  Sines-Lisbon/Leixões

  Madrid-Medina del Campo/Bilbao/San Sebastian-Irun-Bordeaux-Paris/Le Hav-re/Metz-Strasbourg/Mannheim

  Sines-Elvas/Algeciras

  Detailed information on the corridor is available at:

  www.rfc-atlantic.eu

- Orient/East - Med Corridor

  Bremerhaven /Wilhelmshaven /Rostock /Hamburg -Praha-Wien/Bratislava-Budapest – Vidin-Sofia-Burgas /Svilengrad (Bulgarien-Türkei border)/ Promachonas-Thessaloniki-Athína-Patras-București-Constanța

  Detailed information on the corridor is available at:

  www.rfc7.eu

- North Sea-Baltic Corridor:

  Wilhelmshaven/Bremerhaven/Hamburg/Amsterdam/Rotterdam/Antwerp-Aachen/Berlin-Warsaw-Terespol (Poland-Belarus border)/Kaunas/Falkenberg-Prag/Warschau-Katowice

  Detailed information on the corridor is available at:

  www.rfc-northsea-baltic.eu

1.9.1 Corridor One Stop Shop

A distinction is to be made between the One Stop Shop (OSS) referred to in Section 1.10.1 of the Network Statement and the corridor OSS. The track infrastructure operators participating in each rail freight corridor have set up additional corridor OSS functions on the rail freight corridors, which in accordance with Articles 13 and 14 of Regulation (EU) No 913/2010 are exclusively responsible for the sale of special cross-border train paths for freight transport on the rail freight corridor in question:

- Prearranged paths (PaPs) in a cross-border context in the working timetable
- Reserve capacities for ad hoc applications for international freight trains

The particular provisions for corridor OSS train path applications are described in Section 4.2.5 of the Network Statement.

1.9.2 Corridor OSS for the rail freight corridors

The corridor OSSs outlined here were established by the management boards for the rail freight corridors, which, in accordance with Annex II to Regulation (EU) No 1316/2013 "Connecting Europe" (CEF) include the rail infrastructure of DB Netz AG, and were also authorised by the RUs involved in the corridor to take a decision on the allocation of PaPs and reserve capacities and to submit the resulting international train path offers for the rail freight corridors in question. A contract is then concluded between the participating RUs and the RIU.

The contact addresses of the corridor OSS are as follows:

For the Rhine-Alpine Corridor:

OSS Corridor Rhine Alpine
DB Netz AG; Mainzer Landstraße 201-203, D-60326 Frankfurt am Main

Telefon: +49 69 265-26771
E-Mail: oss@corridor-rhine-alpine.eu

For the Scandinavian-Mediterranean Corridor:

OSS Corridor Scan Med
DB Netz AG, Mainzer Landstraße 201-203, D-60326 Frankfurt am Main

Telefon: +49 69 265-30543
E-Mail: mihaela.vetter@scanmedfreight.eu

For the Atlantic Corridor:

OSS Corridor Atlantic
Administrador de Infraestructuras Ferroviarias (ADIF)
Dirección de Planificación y Gestión de Red
C/. Hiedra, s/nº, Estación de Chamartín, Edificio 23, 28036 MADRID, Spain

Telefon: +34 917 744 774
E-Mail: oss@atlantic-corridor.eu

For the Orient/East - Med Corridor:

Corridor OSS Orient/East - Med
VPE Rail Capacity Allocation Office Ltd.
H-1054 Budapest, 48 Bajcsy-Zsilinszky út

Telefon: +36 1 301 9931
E-mail: coss@rfc7.com

For the North Sea-Baltic Corridor:

OSS Corridor North Sea - Baltic
DB Netz AG; Mainzer Landstraße 201-203, D-60326 Frankfurt a. Main

Telefon: +49 69 265-26778
E-Mail: coss@rfc8.eu

1.9.3 Information on the conditions of use of the Rail Freight Corridors

As stipulated in Article 18 of Regulation (EU) No 913/2010, the rail freight corridors have compiled and published information on the conditions of use. The applicable Corridor Information Documents (CID) are available on the internet in English:

- For the Rhine-Alpine Corridor:

  www.corridor-rhine-alpine.eu

- For the Scandinavian-Mediterranean Corridor:

  www.scanmedfreight.eu

- For the Atlantic Corridor:

  www.atlantic-corridor.eu

- Fort the Orient/East - Med Corridor

  www.rfc7.com

- For the North Sea-Baltic Corridor:

  www.rfc-northsea-baltic.eu

Insofar as the CID contains excerpts from this Network Statement or otherwise makes reference to this Network Statement, the provisions in this Network Statement have priority over the excerpts and references.

The CID is not part of this Network Statement.

1.10 RNE and international cooperation between DB Netz AG and other RIUs

In order to promote and facilitate international transport on the European rail infrastructure, the European RIUs have joined forces in RNE, an association of RIUs in Europe with headquarters in Vienna.

Information about RNE is published on the internet at:

www.rne.eu/organisation

1.10.1 One Stop Shop

DB Netz AG is a member of RNE. The RIUs involved in RNE have set up a network of national One Stop Shops. These OSSs are linked as a network and provide information about cross-border European services. The Appli-cant receives information about network access in the country of the respective OSS and network access to foreign rail networks. The respective OSS accepts cross-border train path applications; accordingly, Section 4.2.4 of the Network Statement applies to DB Netz AG.

More information about cross-border train path applications is published on the internet at:

www.dbnetze.com/oss

www.rne.eu/organisation/oss-c-oss

Additional information about cross-border services is published on the internet in the "DB Netz AG Guideline for Cross-Border Services" at:

www.dbnetze.com/internationaleverkehre

This guideline is not part of the Network Statement.

For the Corridor OSS of the rail freight corridors, see Section 1.9.1 of the Network Statement

1.10.2 Other RNE services

RNE provides the Applicant with various other services to facilitate the planning of international train paths:

- PCS:

  PCS is an internet tool that the Applicant can use for international train path applications. This tool simplifies the interfaces and the coordination for planning cross-border train paths, and contains the procedure for preparation of the pending working timetables.

Details of the PCS are published on the internet by RNE at:

http://pcs.rne.eu

- CIS:

The internet tool CIS can be used to ascertain the usage charge for international train paths. CIS makes it possible to estimate the costs for using international train paths based on the charges published by the participating RIUs.

Details of the CIS are published on the internet by RNE at:

http://cis.rne.eu

- TIS:

TIS is used to track train movements of international passenger or freight trains in real time.

Details of the TIS are published on the internet by RNE at:

http://tis.rne.eu

1.11 List of abbreviations

A list of the abbreviations used in this Network Statement is enclosed in **Annex 1.11 to the Network Statement**.

2 CONDITIONS OF ACCESS

2.1 Introduction

Chapter 2 of this Network Statement regulates the conditions governing access to the railway infrastructure man-aged by DB Netz AG.

2.2 General conditions of access to the railway infrastructure

2.2.1 Duties to be heeded through to conclusion of an individual usage agreement

The submission of an offer to conclude an individual usage agreement (ENV) by DB Netz AG pursuant to the legal provisions and the Network Statement, presumes that the Applicant has fulfilled the following duties:

a) The Applicants according to 1 (12) no. 1 and section 1 (12) no. 2 ERegG must, at the latest, have concluded a Basic Agreement IU with DB Netz AG for services during the 2019 working timetable period pursuant to the relevant master **Annex 2.2.1 to the Network Statement**

- by the date of the provisional draft working timetable according to Section 4.2.1.3 of the Network State-ment for train path applications for the working timetable
- by the application date for applications for ad-hoc services

The above does not apply if the Applicant already has a valid Basic Agreement IU with DB Netz AG for the relevant working timetable period during which the use of train paths is intended.

b) The Applicant must have submitted an application for an offer (application) pursuant to the provisions of the Network Statement.

c) In the cases of section 1 (12) no. 1 alt. 2 ERegG (international grouping) and section 1 (12) no. 2 lit. b) ERegG (forwarding agents, inter alia), the Applicant must tell DB Netz AG what RU is to travel on the DB Netz AG rail network pursuant to section 51 (1) sentence 3 ERegG when making its application. Moreover, the application must also include the names of appropriate contacts, in particular for instances of missing or implausible information within the meaning of section 4.2.1.1 (or 4.2.2.2) of the Network Statement or for carrying out the coordination procedure pursuant to section 4.2.1.7 of the Network Statement.

By way of derogation from the above sentence 2, an Applicant that is not an RU must, at least 30 days before the first transport day, specify an RU that is to travel on the DB Netz AG rail network in the event of applying for PaPs or capacity reserves within the meaning of section 4.2.5 of the Network Statement pursuant to section 51 (1) sentence 4 ERegG. This also covers any feeder and outflow paths that are applied for with a PaP via the corridor OSS. Furthermore, the provision applies to Alternative offers by DB Netz AG for train path applications that are made as PaP applications via the corridor OSS for which however no Pap can be provided under the priority regulation. If no RU is specified up to 30 days before the first transport day, then no Individual Usage Agreement comes into being or, if applicable, the existing Individual Usage Agreement is cancelled.

In the cases of section 1 (12) no. 2 lit. a) and c) ERegG (government agencies and regional transport authorities), the Applicant must notify DB Netz AG by the time specified in section 53 (2) ERegG (existence of the definitive working timetable) whether, at what time and to what extent RUs are involved and to whom the offer is to be directed.

d) DB Netz AG is entitled to object to the RU specified in accordence with lit. c) above if the latter does not satisfy the legal requirements, in particular safety requirements, that it ensures by concluding a Basic Agreement on Infrastructure Use (G-INV) according to lit. a).

e) At the time of the application, the Applicant or the involved RU must possess all requisite licences and certificates pursuant to section 2.2.2 of the Network Statement.

f) All statements by the Applicant or involved RU in conjunction with the conclusion of the ENV must be in German.

g) For details on applications for train paths on the Rail Freight Corridors, see section 4.2.5 of the Network Statement.

2.2.2 Licences and certificates

a) At the point in time of application and use of the allocated train paths, the Applicant must hold all necessary licences, certificates (in particular safety certificates where required) and permits for implementing transport services on the railway infrastructure referred to in the application.

b) In cases of Article 1 (12) 2 ERegG where only the involved RU will use the railway infrastructure, the duty pursuant to a) above refers solely to the involved RU at the point in time of naming the involved RU.

c) In the case of third-party companies pursuant to Article 22 ERegG, this applies accordingly at the point in time of declaring the request.

d) In the event of any changes to the necessary licences, certificates and permits pursuant to a) above that have taken place with the Applicant, involved RU or third-party companies pursuant to Article 22 ERegG, the Applicant, involved RU or third-party company is obliged to inform DB Netz AG in writing straightaway.

e) The following authorities are responsible for licences:

- the EBA for German federal railways:

  www.eisenbahnbundesamt.de

- the regulatory authorities of the federal states in the case of non-federally owned railways:

  https://www.eba.bund.de/DE/Themen/Eisenbahnunternehmen/Genehmigungsverfahren_EVU/genehmigungsverfahren_evu_node.html

2.2.3 Liability insurance

Before starting services, the Applicant or involved RU shall demonstrate to DB Netz AG that it has taken out third-party insurance in compliance with the requirements of § 14 – 14 d) AEG and covering all claims that can arise for whatever legal reason. It shall notify DB Netz AG in writing of any changes to the existing policy without delay.

2.2.4 Data storage/data processing

a) DB Netz AG is entitled to forward data resulting from the application documents or from executing the contract, in the necessary scope to insurance companies for risk appraisal and for handling insurance cases.

b) DB Netz AG is entitled to forward registration data and data from contract documents in the necessary scope to DB Station&Service AG if this data can be used for registration of station stops in the station portal or is used to validate station price calculation.

c) DB Netz AG is furthermore entitled to keep general contract, accounting and service data in data collections and to forward such data to its personnel where necessary for usage of the infrastructure.

d) In addition, DB Netz AG is entitled to forward data about the usage of the train paths used by the Applicant or involved RU to other RIUs for purpose of billing infrastructure services or operation of passenger information systems.

2.3 Types of agreement

2.3.1 Basic Agreement on Infrastructure Use

Pursuant to section 2.2.1 of the Network Statement, a Basic Agreement IU must be concluded prior to using services under the Network Statement.

2.3.2 Framework agreements

DB Netz AG offers the possibility of concluding framework agreements for the long-term usage of infrastructure capacities pursuant to Article 14a AEG and Article 13 EIBV.

As at 01 December 2016, the statutory provisions on awarding framework agreements and their effect were changed by "Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity".

In light of this, DB Netz AG will not be making use of the option to offer framework agreements for the time being and will assess whether and to what extent the provisions of the Implementing Regulation can be transposed by means of a future adjustment to the Network Statement.

Corresponding provisions are contained in Section 4.4 Network Statement.

2.3.3 Individual infrastructure usage agreements with RUs

On the basis of the Basic Agreement IU concluded in accordance with section 2.2.1, DB Netz AG concludes ENVs with RUs pursuant to section 1(12) no. 1 ERegG. The ENV grants the RU the right to use the train path within the meaning of section 1 no. 1 ERegG to the contractually agreed scope.

2.3.4 Individual Infrastructure Usage Agreements with other Applicants

On the basis of the Basic Agreement IU concluded in accordance with section 2.2.1, DB Netz AG concludes ENVs with other Applicants pursuant to section 1(12) no. 2 ERegG. The ENV grants the other Applicants the right to use the train path within the meaning of section 1 no. 1 ERegG to the contractually agreed scope.

2.4 Operational Rules

In addition to the pertinent legislation and ordinances, usage of the railway infrastructure is also governed by the regulations impacting on network access and the operating regulations of DB Netz AG.

2.4.1 Definition and duties

The regulations impacting on network access contain all contents impacting on network access relevant for the Applicant or the involved RU as prerequisite for access. These are to be distinguished from the operating regulations. The operating regulations contain regulations for handling railway operations on the infrastructure of DB Netz AG.

The Applicant or the involved RU undertakes to heed and apply the regulations impacting on network access and the operating regulations. Applying and heeding the regulations impacting on network access and the operating regulations by the Applicant or the involved RU warrants the safety of operations pursuant to Article 4 (1) AEG.

2.4.2 Regulations impacting on network access

The regulations impacting on network access are an integral part of this Network Statement enclosed as **Annex 2.4.2 Network Statement** and are published free of charge on the internet at:

www.dbnetze.com/regelwerke_netzzugang

The regulations impacting on network access are always updated once a year as part of the Network Statement process. Safety-relevant regulations are updated constantly insofar as this should be necessary e.g. on account of obligations pursuant to railway law, particularly decisions taken by the EBA as regulatory authority.

2.4.3 Operating regulations

The operating regulations are an integral part of this Network Statement enclosed as **Annex 2.4.3 Network Statement** and are published free of charge on the internet at:

www.dbnetze.com/regelwerke_betrieblich-technisch

The operating regulations are always updated once a year. More regular updates may be undertaken in the case of the correction of errors resulting from DB Netz AG's responsibility for safety, legal judgements, definitive or immediately enforceable decisions, binding requirements from laws or regulatory provisions, or measures for avoiding impending decisions.

A current overview of the planned changes to the operating regulations is available online:

www.dbnetze.com/aenderungsvorschau

2.4.4 Possibilities for purchasing printed copies of the regulations impacting on network access and the operating regulations

Printed copies of the regulations impacting on network access and the operating regulations are available from:

DB Kommunikationstechnik GmbH
Medien- und Kommunikationsdienste
- Logistikcenter - Kundenservice
Kriegstraße 136
76133 Karlsruhe

Tel: +49 (0) 721 938 5965
Fax: +49 (0) 69 265 57986
Email: **dzd-bestellservice@deutschebahn.com**

Information about current purchase prices for printed copies is available from DB Kommunikationstechnik GmbH. This is also the contact address for being included in the fee-paying regulations distribution list. Inclusion in the distribution list ensures that the Applicant or the involved RU automatically receives any amendments to and notices regarding the regulations as these appear.

2.5 Exceptional Transports

Transports that make special demands of the service facilities because of their outer dimensions, weight or nature (e.g. vehicle contour) or which can only be carried under special technical or operational conditions are deemed to be special consignments (aT) (see Technical Access Conditions (TNB), Annex 2.4.2 of the Network Statement).

2.5.1 aT Feasibility study

An aT feasibility study is to be commissioned at DB Netz AG for the train path application by aT, excluding over-sized vehicles for the conveyance of passengers, in accordance with the provisions the Technical Access Conditions (Annex 2.4.2 of the Network Statement), with said study determining and presenting the relevant, transport-specific conditions of conveyance. The conditions determined as a result of the aT feasibility study are to be observed when using the DB Netz AG rail infrastructure.

The aT feasibility study will be prepared within 14 working days (or 2 months for special transports) after being commissioned. Requests for a.T. feasibility studies must be submitted by use of the IT-tool MaTeo.

The IT-tool MaTeo is available on the internet:

www.dbnetze.com/mateo

Further information concerning access to and use of MaTeo are included in **Annex 2.5.1** of the Network Statement.

The preparation of an aT feasibility study is an additional service by DB Netz AG within the meaning of section 5.4.2 of the Network Statement if, for out-of-gauge transports (with or without heavy load), including the restriction values of tables 2_1 and 2_1 (UIC Loading Guidelines Section 1), the loading gauge is exceeded above and beyond the outline shown in **Annex 5.4.2 of the Network Statement**.

Sections 4.7.1, 6.2.2.2 and 6.3.3.2 of the Network Statement contain provisions on the aT train path application and the costs of preparing an aT feasibility study.

2.5.2 Navigability assessment

A navigability assessment must be applied for in accordance with the provisions of Guideline 810.0503 (Annex 2.4.2 of the Network Statement) for train path applications for oversized vehicles for the conveyance of passengers, excluding vehicles treated as trial runs, calibration runs or transfer journeys under the provisions of the Technical Access Conditions, section E.4 to E.8 (Annex 2.4.2 of the Network Statement). If the result of the navigability assessment is that the oversized vehicle can be operated without restriction, then vehicle-related line approval is granted.

The navigability assessment will be prepared within 2 months after being commissioned. The request form for the navigability assessment is published on the internet at:

www.dbnetze.com/formulare

The preparation of a navigability assessment is an additional service by DB Netz AG within the meaning of section 5.4.3 of the Network Statement.

Sections 6.2.2.3 and 6.3.3.3 of the Network Statement contain provisions concerning train path applications and on the costs of preparing a navigability assessment.

2.6 Dangerous goods

The transportation of dangerous goods is governed by the Transport of Dangerous Goods Act and the corre-sponding regulations such as the GGVSEB (including the RID).

More details about the transportation of dangerous goods are provided in Sections 3.4.3 and 4.7.2 Network Statement.

2.7 Requirements for the rolling stock

The Applicant or the involved RU must ensure that the deployed rolling stock will operate safely and without causing any faults or disruptions on the infrastructure managed by DB Netz AG.

2.7.1 Homologation

As a rule, deployed rolling stock must be have undergone homologation for use in the service facilities of DB Netz AG. That means that the Applicant or the involved RU must hold acceptance pursuant to EBO or authorisation for use pursuant to the TEIV (cf. Section 2.2.2 Network Statement). The Applicant or the involved RU must also have a liability insurance accoring to 2.2.3 of the Network Statement.

2.7.2 Special cases

2.7.2.1 Transfer journeys

Conditions for transfer journeys also in cases of accidents are based on the stipulations of the EBA.

The special provisions of DB Netz AG are stipulated in Guideline 810.0400 "Trial runs, calibration runs, transfer journeys" in Annex 2.4.2 Network Statement.

2.7.2.2 Erprobung

Special permission or approval must be obtained from the regulatory authority and from DB Netz AG prior to any trials of non-homologated vehicles. Please refer to the official requirements www.eisenbahnbundesamt.de and to the infrastructure-relevant requirements in Guideline 810.0400 "Trial runs, calibration runs, transfer journeys" in Annex 2.4.2 Network Statement.

2.7.2.3 Feasibility study aT

The provisions of section 2.5.1 of the Network Statement apply accordingly to special cases pursuant to section 2.7.2.

2.7.3 Non-fulfilment of rolling stock requirements

a) The Applicant or the involved RU shall be exclusively responsible for carrying out inspections and the maintenance of its rolling stock in compliance with the EBO/TEIV. Outside vehicles registered in the fleet of the Applicant or the involved RU, or any vehicles taken over from other Applicants or the involved RUs under special arrangements shall be deemed to be the vehicles of the Applicant or the involved RU. Should DB Netz AG nonetheless be called to account for inspections or maintenance work incompletely or inexpertly carried out or not carried out at all, Section 2.9.8 of the Network Statement shall apply accordingly.

b) Should any violation by the Applicant or the involved RU of its obligations under the guidelines detailed in Section 2.4 Network Statement or the provisions of this paragraph necessitate the withdrawal of vehicles operated by the Applicant or the involved RU, then the Applicant or the involved RU shall remove these vehicles from the rake forthwith at its own expense. Otherwise, DB Netz AG shall itself remove the vehicle(s) at the expense of the Applicant or the involved RU or else arrange for it/them to be removed at the expense of the Applicant or the involved RU. This is also deemed to apply in respect of the subsequent stabling of vehicles. Section 2.9.1.2 of theNetwork Statement applies accordingly.

2.7.4 Proof of bridge compatibility

An application must be made by the Applicant for the provision of evidence with regards static and dynamic bridge compatibility in order to assess the deployment of trains (new vehicles, existing vehicles following modification when there are changes to geometry and axle load.

2.8 Requirements for the staff of the Applicant or the involved RU

a) The Applicant or the involved RU is responsible for persons it deploys (including third-party employees) possessing the requisite qualifications and knowledge (including any requisite locational and line knowledge) and for these qualifications and knowledge being maintained for the duration of the ENV, including by means of professional development. Insofar as the deployed persons constitute company officials within the meaning of section 47 of the Germany Railway Construction and Operating Regulations (EBO), these persons must satisfy the requirement of the EBO and have a good command of both spoken and written German. For border-crossing line sections, special rules may be applicable according to the operating regulations (see 2.4.3 of the Network Statement).

b) If requested to do so, the Applicant or the involved RU must prove that it has satisfied the obligations incumbent upon it under this Network Statement, including insofar as these concern its personnel.

2.9 Rights and duties on conclusion of the individual usage agreement (ENV)

2.9.1 Rights and duties of DB Netz AG

2.9.1.1 Granting train path usage

On conclusion of the ENV, the Applicant or involved RU is granted the right to use the train paths in the sense of Art. 1 (20) ERegG in the contractually agreed scope. Section 6.7.2 of the Network Statement shall remain unaffected.

2.9.1.2 DB Netz AG's inspection rights and authority to issue instructions

DB Netz AG shall at all times be entitled on its infrastructure to convince itself that

a) the Applicant or the involved RU is not exceeding the type of use contractually agreed,

b) the Applicant or the involved RU fulfils its contractual obligations, notably those in respect of Section 2.9 of the Network Statement.

2.9.1.2.1.

To this end, DB Netz AG staff whose job it is to carry out these inspections in the area of operations management of DB Netz AG can issue instructions to the staff of the Applicant or involved RU and can enter the vehicles, installations and facilities of the Applicant or RU, once clearance has been given. Prior clearance does not need to be given in the event of imminent danger. The staff of the Applicant or involved RU shall heed any instructions given by the staff authorised by DB Netz AG.

2.9.1.2.2.

The staff authorised by DB Netz AG shall be given an opportunity to ride in the cabs of vehicles operated by the Applicant or involved RU once clearance has been given and within the framework of the options available (e.g. not during training or test runs conducted by the Applicant or involved RU). Such rides shall be provided free of charge unless the Applicant or involved RU specifically demands a reasonable charge.

2.9.1.2.3. Credit assessment

DB Netz AG is entitled to perform credit assessments both prior to contracts being concluded and during the term of a contract.

2.9.2 Rights and duties of the Applicant or involved RU

In addition to the provisions of Section 2.2 of the Network Statement, usage of the infrastructure operated by DB Netz AG is based on the following prerequisites:

a) The Applicant or the involved RU is obliged to pay the infrastructure usage charge pursuant to the ENV.

b) The Applicant or the involved RU must be entitled to usage pursuant to n ENV and pursuant to the Network Statement.

c) The Applicant or the involved RU must have concluded valid third-party liability insurance pursuant to Section 2.2.4 of the Network Statement on using the infrastructure managed by DB Netz AG.

d) The Applicant or the involved RU is responsible for the safety of its operations. This includes among others:

- The Applicant or the involved RU is obliged to heed the state of the art applying to the infrastructure managed by DB Netz AG. The state of the art is indicated among others in the operating regulations (cf. Section 2.4.1 and 2.4.3 of the Network Statement).

2.9.3 Assignment of contractual rights and duties

The Applicant or the involved RU may only assign its rights and duties arising from the ENV to a third party within the framework of the statutory provisions and after obtaining prior written consent from DB Netz AG.

DB Netz AG may assign its rights and duties arising from the ENV to an affiliated company pursuant to Articles 15 et seq. AktG that is also involved in the management of railway infrastructure without the consent of the Applicant or involved RU.

2.9.4 Termination

2.9.4.1

The term of the ENV is stated in the ENV. Article 42 (4) ERegG shall remain unaffected. The right to immediate termination without notice for good cause shall also remain unaffected.

2.9.4.2

A good cause applies for DB Netz AG in particular if

a) not all approvals and certificates pursuant to Section 2.2.2 of the Network Statement are still verifiably available,

b) the liability insurance pursuant to Section 2.2.3 above of the Network Statement is no longer verifiably available,

c) an application is filed to initiate insolvency proceedings in respect of the assets of the Applicant or involved RU,

d) the Applicant or the involved RU fails to meet the written demand for collateral in the cases pursuant to Section 6.7.2 a) and b) of the Network Statement - notwithstanding the legal consequences stipulated in Section 6.7.2 of the Network Statement - within 20 working days or to avert furnishing such collateral by making monthly advance payments,

e) the Applicant or the involved RU commits a major breach of an obligation arising from Section 2.9.2 d) of the Network Statement or if

f) the Applicant or the involved RU fails to fulfil an obligation arising from Section 2.9 of the Network Statement despite receiving three written warnings issued at appropriate intervals.

2.9.4.3

The right to give special notice pursuant to Article 60 (2) ERegG shall remain unaffected.

2.9.5 Industrial safety

The rights and duties of the contracting parties arising from industrial safety shall remain unaffected, particularly with regard to Article 8 German Industrial Safety Act (ArbSchG).

2.9.6 Rights and duties of the contracting parties under normal operating conditions

2.9.6.1 Operational contacts

The Basic Agreement IU specifies the contracting parties' contacts responsible for scheduling at transportation/operating control points and indicates how the information is to be exchanged (e.g. telephone, fax, e-mail/alternatively FTP server) under normal operating conditions and in the event of operations being disrupted (cf. Section 2.9.5.1 of the Network Statement). It must be possible to reach these contacts using the stated means of communication for the duration of the train path usage, and they must be empowered to take decisions that are binding for the contracting parties at short notice.

2.9.6.2 Information from DB Netz AG to the Applicant or the involved RU

DB Netz AG shall inform the Applicant or the involved RU about the status of the train path to be used prior to departure of the train. In particular, DB Netz AG shall provide information about changes to the permanent way affecting trains operated by the Applicant or the involved RU

(e.g. construction work, temporary speed restrictions, changes in signals) where relevant to the train path that has been applied for.

Over and above this, on request DB Netz AG will notify the Applicant or the involved RU of the course of the service being provided within the framework of the operating regulations (course of running to date, current position of the train, out-of-course running).

Information provided by DB Netz AG to the persons or entities responsible for traffic management at the Applicant or involved RU may be summarised at the request of the Applicant or involved RU or merely transmitted where needed.

2.9.6.3 Information from the Applicant or involved RU to DB Netz AG

The Applicant or involved RU shall ensure that DB Netz AG receives at least the following information prior to departure of trains operated by the Applicant or involved RU:

a) composition of the train (length, weight, number of vehicles, number of axles),

b) any special features (e.g. irregular traction, exceptional transports such as out-of-gauge loads, oversize vehicles, non RIC/RIV-capable vehicles; unusually high passenger volumes; passengers with special attendance needs),

c) factors impinging on delays (e.g. speed restrictions due to low braking capacity, traction units with engine failure, less powerful traction units than detailed in the application),

d) where dangerous goods are carried on trains:

- composition of the train stating the number of every single wagon and the wagon type insofar as this is not already contained in the wagon number,
- UN numbers of the dangerous goods carried in every single wagon, or, when only carrying dangerous goods packed in limited quantities pursuant to Section 2.6 of the Network Statement and when marking of the wagon or large container is prescribed pursuant to Section 2.6 of the Network Statement, the indication that such goods are contained,
- position of every single wagon in the train (train rake).

This information does not have to be provided prior to the departure of a train if it can be made available by the Applicant or the involved RU to DB Netz AG swiftly and without restriction at any time during the carriage process. To this end, the Applicant or the involved RU is required to have at least one staffed management unit and an electronic data processing system from which information stored can be retrieved and made available to DB Netz AG at any time.

Unless agreed otherwise, the Applicant or the involved RU shall report the readiness-for-departure of a train to DB Netz AG in good time observing the regulations (cf. Section 2.4 of the Network Statement). Without an unsolicited indication to the contrary from the Applicant or involved RU, traffic-management staff or entities at DB Netz AG shall be entitled in such a case to assume full conformity with these regulations (cf. Section 2.4 of the Network Statement) together with completion of vehicle inspections and compliance with the duties of the Applicant or involved RU arising from Section 2.7 of the Network Statement.

2.9.6.4 Miscellaneous

The Applicant or the involved RU shall ensure that

- every train is staffed with train crew capable of receiving information from DB Netz AG as well as being empowered and in a position to make definitive pronouncements on behalf of the Applicant or the involved RU with regard to the ENV and to take operational decisions,
- before starting operations, this train crew has ascertained that all the regulatory material and documentation detailed in Section 2.4 of the Network Statement is complete

and has found out about any special operating features and requirements – also during the movement.

2.9.7 Rights and duties of the contracting parties in the event of service disruptions

Disruptions can be caused to daily service operations because of various different reasons. These can consist on the one hand of disruptions in train operations and on the other hand in irregularities during construction work. Service disruptions include irregularities, non-conformity with the agreed timetable or service schedule and other special incidents.

2.9.7.1 Measures for service disruptions

2.9.7.1.1.

DB Netz AG adopts the guidelines in the operating regulations applicable to traffic control during disruptions (cf. Section 2.4.3 Network Statement).

2.9.7.1.2.

The Applicant or the involved RU shall inform DB Netz AG straightaway of any disruptions arising from its own operations, even if no immediate consequences are anticipated for service safety and regularity.

2.9.7.1.3.

DB Netz AG shall notify the Applicant or the involved RU of network-related service disruptions or such as are caused by other Applicants or involved RUs, notably deviations from the agreed timetable, in accordance with the provisions of the operating regulations (cf. Section 2.4.3 Network Statement).

2.9.7.1.4.

In case of dangerous events, crises and disasters, reporting and alarm-raising duties are assumed by the emergency management unit at the respective Control Centre. These tasks also include requesting help.

The duty traffic controller alone is responsible for informing the relevant emergency management unit as prescribed in the operating regulations.

Supervision at the scene of any incident (coordination, supplementary reports to the Control Centre) is the responsibility of DB Netz AG's emergency manager, with corresponding support where needed from the emergency services of the affected railway undertakings.

2.9.7.2 Return to normal service

DB Netz AG will do all it can to restore normal service while having due regard to the concerns of the affected Applicant or the involved RUs. To this end, it can in particular cause trains to run slower or faster, reroute trains or provide for a different infrastructure being used than that agreed. The decision shall be taken by DB Netz AG's Control Centre.

The Applicant or the involved RU shall not incur additional path charges in respect of any roundabout routing required.

2.9.7.3 Clearing used infrastructure

2.9.7.3.1.

The Applicant or the involved RU shall ensure that the infrastructure of DB Netz AG is cleared if the use is not in accordance with the contractually agreed scope. If the Applicant or the involved RU fails to comply with this obligation after a corresponding request and reasonable deadline set by DB Netz AG, DB Netz AG is entitled to clear or have the infrastructure cleared at the Applicants or involved RU’s expense.

Section 5.4.1 of the Network Statement shall remain unaffected.

2.9.7.3.2.

In the event of operational disruptions e.g. locomotive damage for which the Applicant or involved RU is accountable, DB Netz AG shall take all measures necessary in any given instance (pursuant to Article 62 (1)ERegG). This involves clarification with the affected the Applicant or involved RU of the conditions and period of time under which the latter will be able to remedy the disruption by its own means. If this is not possible or only within a given period that, depending on traffic loads or the number of other affected Applicants or involved RUs, would lead to unreasonable consequences in the form of partial or complete blockage of the line, DB Netz AG will clear the infrastructure itself or arrange for this to be done at the expense of the Applicant or involved RU.

Unless there are special circumstances, particularly of an operational or infrastructural nature, DB Netz AG assumes 30 minutes after the report of the relevant disruption that such consequences will occur.

2.9.7.3.3.

For the purpose of remedying the disruption, the Applicant or involved RU is obliged to assist DB Netz AG if so requested pursuant to Article 62 (1) ERegG particularly by detaching the traction unit from the trains so as to provide traction assistance (e.g. for clearing line infrastructure blocked by a disabled locomotive, by towing the immobilised vehicles to the nearest operationally suitable yard or station or by providing traction for emergency systems vehicles such as breakdown trains).

The Applicant or involved RU may demand reimbursement from DB Netz AG of any costs incurred, unless they are responsible for the disruption.

2.9.7.3.4.

The Applicant or involved RU may attend to re-railing its own incapacitated stock if DB Netz AG does not lodge any explicit objection on being informed accordingly by the Applicant or involved RU. DB Netz AG shall be entitled in particular to withhold consent if the Applicant or involved RU does not have the requisite technical expertise or clearing gear, if the operational situation necessitates using clearing gear operated by DB Netz AG, if it is to be feared that the damage done to the infrastructure will be exacerbated or if there is uncertainty as to whether the requisite examinations and confirmation procedures (e.g. rail-worthiness checks for derailed stock) can be carried out by staff authorised by the Applicant or involved RU.

2.9.7.4 Deviations from the agreed timetable

2.9.7.4.1. Handling train paths before the times stated in the timetable (train runs ahead of schedule)

In principle, a train must not be handed over to DB Netz AG by the Applicant or involved RU more than three hours ahead of the contractually agreed schedule. There is no right to travel during the period of three hours ahead of the agreed schedule until the planned departure time. If DB Netz AG's responsible traffic controller/dispatcher becomes aware that a train negotiating his/her area is running more than three hours ahead of schedule, he/she shall ensure that the train is held back at the next suitable station.

If a train is nevertheless handed over, the train driver of the affected Applicant or involved RU will be informed by the responsible traffic controller that his train run is not permitted and will be asked to contact his control centre. The traffic controller also informs the Control Centre. In this case the control centre of the Applicant or involved RU can either order a new train path with an earlier departure time, or arrange for the train to report readiness for departure again at a later point in time. If a new train path is ordered, the original train path is cancelled.

In justified exceptions, e.g. if necessary to keep the whole operational procedure running smoothly and unless contradicted by any operational reasons, the Control Centre of DB Netz AG may decide in consultation with the control centre of the Applicant or involved RU that a train may run even more than three hours ahead of schedule. DB Netz AG shall keep a corresponding record of such decisions.

2.9.7.4.2. Treatment of train path in case of delays

A train that is not ready to depart at the contractually agreed time shall be treated within the framework of existing capacities. The Applicant or the involved RU has no right to use the train path as originally agreed by contract unless DB Netz AG caused the delay.

Notwithstanding the above DB Netz AG shall not permit a train to run from a departure or transfer point if it is 20 hours or more behind schedule. The Applicant or the involved RU requires a new train path to be assigned in order to continue the journey. The provisions for particularly extensive processing within the meaning of section 4.2.2.4 of the Network Statement apply to the allocation of a new train path with regards out-of-gauge transports (with or without heavy load) which exceed the loading gauge above and beyond the outline shown in Annex 6.3 of the Network Statement including the restriction values of tables 2 and 2 (UIC Loading Guidelines Section 1).

2.9.8 Liability

2.9.8.1 Liability in accordance with statutory provisions; exemption

Each party to the contract shall be liable in accordance with statutory provisions unless stated otherwise in the Network Statement. The contracting party duly liable for compensation shall indemnify the other contracting party and its workforce against claims for damages by third parties.

2.9.8.2 Damage to property

In the relationship between DB Netz AG and the Applicant or involved RU, there shall be no compensation for damage to a party's own property. This shall not apply if the damage to property suffered by any of the parties involved exceeds the figure of €10,000; neither shall it apply if any of the parties involved is charged with wrongful intent or gross negligence or if, besides damage to a party's own property, damage to third party property or personal injury also require compensation.

2.9.8.3 Damages

DB Netz AG as well as the Applicant or involved RU are liable for damages in the event of malice or gross negligence, regardless of the legal grounds.

In the event of simple negligence, DB Netz AG as well as the Applicant or involved RU, subject to a milder standard of liability under statutory provisions (eg for due diligence in its own affairs), are only liable

a) for damage resulting from loss of life or injury to body or health,

b) for damage to property in accordance with the above section 2.9.8.2 and

c) for damage only resulting from a non inconsiderable infringement of a contractual duty; in this case, however, liability is limited to compensating the damage that is foreseeable and which typically occurs.

2.9.8.4 Third Party Liability Act, attribution of fault, settlement between joint and several debtors

The limitations on liability under Section 2.9.8.3 also apply in the event of breaches of duty by or for the benefit of persons for whom DB Netz AG as well as the Applicant or involved RU are responsible under statutory provisions,

If DB Netz AG and the Applicant or the involved RU are liable as joint and several debtors for any damage to a third party, the limitations on liability under section 2.9.8.3 of the Network Statement and this section 2.9.8.4 will not apply in relation to the settlement between joint and several debtors in the internal relationship between DB Netz AG and the Applicant or the involved RU.

2.9.8.5 Data forwarding

In the event of damage caused by another applicant, DB Netz AG is entitled to inform the Applicant of the name of the applicant that has caused the damage, insofar as this name is known.

2.9.9 Responsibility and liability for environmental damage

If environmentally dangerous emissions are generated in conjunction with the traffic operations of the Applicant or involved RU or water dangerous substances emanating from operating supplies used by the Applicant or involved RU enter the ground or railway operations are threatened by an explosion, fire or other hazard, the Applicant or involved RU is required to report this to DB Netz AG's next manned operating control points without delay. This report in no way diminishes the responsibility of the Applicant or involved RU to take immediate countermeasures and fulfil its legal duties. Should the dangerous situation pursuant to sentence 1 above make it necessary to vacate infrastructure facilities or parts thereof, the causing Applicant or involved RU shall bear the ensuing costs.

The Applicant or involved RU shall take all necessary measures to remove any released environmentally dangerous substances if this has occurred in respect of its own transport services – even if the blame lies elsewhere.

DB Netz AG shall be entitled to arrange for such measures to be adopted at the expense of the Applicant or involved RU, after having previously granted the Applicant or the involved RU a period of grace to carry out the measures unless there is imminent danger.

If DB Netz AG is obliged as the party with sole vicarious liability to remedy any environmental damage caused, even if not culpably, by the Applicant or the involved RU, the Applicant or the involved RU shall pay the costs incurred by DB Netz AG. If DB Netz AG as owner or one of its affiliated companies pursuant to Article 15 German Company Act (AktG) or the Federal Republic of Germany (Federal Railway Property) should face claims under public and/or private law because of contamination caused by the Applicant or the involved RU, the Applicant or the involved RU undertakes to indemnify them unconditionally from all costs incurred accordingly by such a claim. Any compensation claims of the Applicant or the involved RU on the indemnified entities pursuant to Article 24 (2) Federal Soil Protection Law (BBodSchG) and/or Article 9 (2) Environmental Damage Act (USchadG) are ruled out. Otherwise the statutory provisions apply.

2.10 Special conditions of access and terms of use

Special conditions of access are contained in the regulations impacting on network access (see Technical Access Conditions, section F.2, Annex 2.4.2 of the Network Statement). The terms of use for handling railway operations on the infrastructure managed by DB Netz AG are always contained in the operating regulations (see Section 2.4.3 of the Network Statement).

2.11 Tonnage rating for trains

The possible tonnage ratings for trains on DB Netz AG's routes can be found in the IT-tool Grenzlastanzeiger / GretA.

The IT-tool GretA is available on the internet:

www.dbnetze.com/greta

If a train is intended to transport a load that exceeds the values stipulated there, an application for an individual tonnage rating according on the rules of the Technical Access Conditions (Annex 2.4.2 of the Network Statement) must be sent to Sales at DB Netz AG. In the calculation of

this train and path-specific individual tonnage rating, it is checked to see whether and under what conditions a higher tonnage rating may be possible. These conditions are to be observed during the use of the rail infrastructure managed by DB Netz AG.

An individual tonnage rating is provided within 10 working days of being applied for. If, in order to calculate the individual tonnage rating, it is necessary to enter new traction unit models or set up additional models (e.g. in the case of multiple traction units of different classes), this period is extended by a further 10 working days from the time all data required for the calculation has been received by DB Netz AG.

Requests for individual tonnage rating calculations must be submitted by use of the IT-tool GretA.

The IT-tool GretA is available on the internet:

www.dbnetze.com/greta

Further information concerning access to and use of GretA are included in **Annex 2.5.1** of the Network Statement.

Regulations governing train path applications for trains with an individual tonnage rating are contained in Section 4.7.3 Network Statement.

3 INFRASTRUCTURE

3.1 Introduction

Chapter 3 of the Network Statement describes the infrastructure of DB Netz AG and provides detailed information.

3.2 Characteristic features of the rail network

3.2.1 Borders

The rail network operated by DB Netz AG is confined to the territory of the Federal Republic of Germany (cf. Section 1.4 Network Statement).

3.2.2 Adjoining rail networks

The rail network of DB Netz AG is connected to the rail networks of the European neighbouring RIUs, the RIUs within Germany, port railways and owners of private sidings.

More information about the additional provisions for cross-border railway lines, for operating international services and the contact details for the neighbouring RIUs is contained in the operating regulations (cf. Section 2.4.3 Network Statement) and in Sections 1.8.1 and 1.9.1 Network Statement.

3.3 Network description

DB Netz AG's rail network is illustrated in cartographic representations based on defined infrastructure features. In the ISR, DB Netz AG provides detailed information about the route characteristics named in Sections 3.3.1 to 3.3.3 Network Statement. The ISR provides information about the characteristics of the affected routes and lines for all sub-systems with permanent facilities pursuant to the Commission Decision 2014/880/EU.

The ISR is available at:

www.dbnetze.com/isr

Direct access to the interactive map of the ISR is available at:

www.dbnetze.com/isr-karte

More information about the ISR is published under "Principles of the ISR" on the internet at:

www.dbnetze.com/isr-grundsaetze

The "Principles of the ISR" are not part of the Network Statement.

The technical prerequisites for using the ISR are published on the internet at:

www.dbnetze.com/isr-viewer

More information is available from the Regional Units:

www.dbnetze.com/kontakte

3.3.1 Geographic data

3.3.1.1 Number of tracks

The ISR features the single- and double-track lines under the topic "Number of tracks".

3.3.1.2 Gauge

The normal gauge of the lines operated by DB Netz AG is 1435 mm.

3.3.1.3 Routes and route sections

The route numbers, direction codes and distances are featured as factual details in the interactive map of the ISR for each particular route section.

3.3.1.4 Operating control points

The relevant operating control points are featured in the interactive map of the ISR.

Track numbers, maximum effective platform lengths and platform heights are shown in the interactive map of the ISR in the detail view for the operating points.

3.3.1.5 Tunnels, bridges and level crossings

Tunnels, bridges and level crossings are featured as attributes in the interactive map of the ISR.

The following details can be called up in the factual detail masks:

- For tunnels: name, location and length,
- For bridges: name, location and length,
- For level crossings: name, location and entities involved in the level crossings.

3.3.1.6 Operational procedure

Operational procedures to be used on specific lines for running trains, marshalling moves etc. (e.g. operational procedures according to Guideline 408, train controlling according to Guideline 436, 438 or FV-NE, signal-assisted train controlling according to Guideline 437) are featured in the ISR under the heading "Operational procedure".

3.3.1.7 Emergency brake override (NBÜ)

Routes on which there is an obligation to carry an emergency brake override device are featured in the ISR under the heading “Emergency brake overriding”.

3.3.2 Capacitive data

3.3.2.1 Clearance / loading gauges

The clearance gauges are featured in the ISR under the heading "clearance gauges" and the loading gauges under "Intermodal coding".

3.3.2.2 Route classes

The lines managed by DB Netz AG are divided into the route classes A - D4 pursuant to DIN EN 15528. National extensions also apply. The route classes are featured in the ISR under the heading "Route classes".

More information in this context is available at:

www.dbnetze.com/isr-grundsaetze

3.3.2.3 Line gradients

The line gradients are featured in the ISR under the heading "Line gradients".

When operating on lines with a gradient in excess of 40 per thousand, compliance is required with Guideline 465 "Operation on steep lines; special braking regulations".

3.3.2.4 Speeds

The maximum line speeds are featured in the ISR under the heading "Speed".

3.3.2.5 Longer freight trains

The exact line sections along the route from Padborg to Maschen marshalling yard / Hohe Schaar in the Port of Hamburg where trains measuring up to 835 m in length (overall train

length) can operate and additional operational rules for trains up to 835 m overall train length are included in section F.2 of the Technical Access Conditions / TNB (Annex 2.4.2 of the Network Statement).

Further information such as additional special aspects to be considered compared to operation with 740 m trains with respect to ordering, preparation and running is published on the internet at:

www.dbnetze.com/laengeregueterzuege

3.3.2.6 Power supply

The electrified lines of DB Netz AG are equipped with AC 15 kV 16.7 Hz, with the exception of the rail networks of the DC urban rapid transit (S-Bahn) railways in Berlin (DC 750 V) and Hamburg (DC 1200 V). Other special aspects of cross-border railway lines are featured in the ISR.

The ISR indicates whether a line is equipped with catenary or conductor rails under the heading "Traction type".

The type of power supply system is featured in the ISR under "Maximum traction current (Pz)" for passenger trains and "Maximum traction current (Gz)" for freight trains.

3.3.2.7 Type of traffic

The type of traffic on a line (passenger trains, freight trains or mixed traffic passenger/freight trains) is featured in the ISR under the heading "Type of traffic".

3.3.2.8 Tilting body technology

The lines equipped for tilting body technology are featured in the ISR under the heading "Tilting body technology".

3.3.2.9 Eddy current brake

Lines on which an eddy current brake may be used as a service brake or rapid acting brake are featured in the ISR under the heading "Eddy current brake".

3.3.2.10 Construction sites

Information on construction sites (cf. Section 3.5.2 Network Statement) is published on the internet at:

www.dbnetze.com/baustellen

3.3.2.11 Line operating hours

Information on the line operating hours (cf. Section 3.5.5 Network Statement) is featured as factual data for the operating control points in the ISR.

3.3.2.12 Line capacity tied up by framework agreements

Line capacity tied up by framework agreements (cf. Section 4.4 Network Statement) is featured in the ISR under the heading "Capacity tied up by framework agreements".

3.3.3 Traffic control and communication systems

3.3.3.1 Train control, train protection and signalling

The type of train control, train protection and signalling systems including construction types are featured in the ISR under the headings "PZB", "LZB" and "ERTMS/ETCS".

More information on ERTMS/ETCS is available at:

www.dbnetze.com/etcs

The terms and conditions of use regarding ETCS are enclosed as **Annex 3.3.1 to this Network Statement**.

3.3.3.2 Communication systems

The type of communication system is featured in the ISR under the heading "Communication systems".

More information on ERTMS/GSM-R is published on the internet at:

www.dbnetze.com/gsm-r

The GSM-R GTCT of DB Netz AG are part of the Network Statement and enclosed as **Annex 3.3.2.**

3.4 Traffic restrictions

In individual cases, specific local circumstances, statutory legislation or structural specifics put limits on traffic usage of rail infrastructure. These are taken into account in train path allocation. Where traffic restrictions may arise from overload on the rail network, the provisions of Section 4.3 Network Statement apply.

Traffic restrictions may apply in the following cases:

- Specialised infrastructure
- Environmental restrictions
- Dangerous goods
- Tunnel restrictions
- Bridge restrictions
- Steam locomotives.

3.4.1 Specialised infrastructure

Certain lines may be classified as "Specialised infrastructure" pursuant to Article 57 ERegG for use by specified types of train service.

In the event of no agreement being reached in the course of a coordination procedure for allocating train paths to incompatible simultaneously submitted applications pursuant to Article 52 (3) – (6) ERegG, priority is to be given to the types of train service classified in accordance with Article 57 ERegG, notwithstanding Article 52 ERegG and subject to Article 49 ERegG, for the lines listed below. Notwithstanding the allocation applied for, train paths for lower-priority services may be offered on the same line as long as track capacity is available, or else on alternative lines.

Article 57 ERegG classifies the following line sections as "specialised infrastructure":

High-speed line Hanover – Fulda – Würzburg

Line sections Hanover – Göttingen – Fulda – Würzburg

- Priority for long-distance passenger trains between 05:30 h and 23:00 h
- Priority for freight trains between 23:00 h and 05:30 h

Alternative route:

- Hannover - Kreiensen – Göttingen - Eichenberg - Bebra - Fulda - Flieden - Gemünden (Main) – Würzburg

High-speed line Mannheim – Stuttgart

Line sections Mannheim – Saalbach junction – Vaihingen (Enz) – Stuttgart

- Priority for long-distance passenger trains between 04:30 h and 23:50 h
- Priority for freight trains between 23:50 h and 04:30 h

Alternative route:

- Hanover - Kreiensen – Göttingen - Eichenberg - Bebra - Fulda - Flieden - Gemünden (Main) – Würzburg

High-speed line Cologne – Frankfurt

Line sections Steinstraße junction – Limburg South – Frankfurt a. M. airport station

- Priority for long-distance passenger trains

Alternative route:

- Cologne - Koblenz - Mainz - Frankfurt airport station– Frankfurt (left of the Rhine)
- Cologne - Troisdorf - Oberlahnstein - Wiesbaden - Mainz - Frankfurt (apart from freight train priority period)
- (Cologne -) Ruhr - Siegen - Dillenburg - Friedberg - Frankfurt/Hanau

Line Gremberg – Troisdorf – Oberlahnstein – Wiesbaden

Line sections Troisdorf – Neuwied – Oberlahnstein – Wiesbaden East

- Priority for freight trains between 23:00 h and 05:00 h

Alternative route:

- Cologne - Koblenz - Mainz - Frankfurt airport station– Frankfurt (left of the Rhine)

High-speed line Nuremberg - Ingolstadt

Line section junction Nuremberg – Reichswald – Ingolstadt North

- Priority for long-distance passenger trains

Alternative route:

- Nuremberg - Treuchtlingen – Ingolstadt

Line Munich - Augsburg

Line section Olching - Augsburg-Hochzoll (line 5503)

- Priority for long-distance passenger trains between 05:00 h and 24:00 h

Alternative route:

- Olching - Augsburg (line 5581)

High-speed line Leipzig – Erfurt

Line section Gröbers - Erfurt main station

- Priority for long-distance passenger trains

Alternative route:

- (Leipzig main station -) Leipzig-Leutzsch - Großkorbetha - Naumburg - Erfurt

High-speed line Erfurt – Unterleiterbach:

Line section Erfurt - Unterleiterbach

- Priority for long-distance passenger trains between 05:30 h and 23:00 h
- Priority for freight trains between 23:00 h and 05:30 h

Alternative route:

- Erfurt - Fulda - Würzburg – Bamberg/Nuremberg (especially long distance passenger trains) and
- Großheringen – Saalfeld – Lichtenfels - Unterleiterbach

3.4.2 Environmental restrictions

Restrictions on operational use of the rail infrastructure can also result from statutory environmental provisions (e.g. water and nature conservation).

More information is available from the Regional Units at:

www.dbnetzte.com/kontakte

3.4.3 Dangerous goods

In addition to the directly applicable statutory provisions referring directly to dangerous goods, additional traffic restrictions apply in individual cases.

These may include:

- Restricted stabling times for dangerous goods trains,
- Ban on two trains meeting,
- Prohibited routes,
- Diversions around conurbation areas,
- Avoiding stays in passenger stations, changes of traction unit, shunting movements.

Further information is available from our contacts in the Regional Units:

www.dbnetze.com/kontakte

3.4.4 Tunnel restrictions

Tunnel restrictions may arise both from a tunnel's structural parameters, and as a consequence of prevailing conditions:

- Only approved for certain types of vehicle or
- Ban on passenger and freight trains meeting in the tunnel.

Tunnel restrictions also result from the EBA's guidelines on "Fire and disaster protection requirements for the construction and operation of railway tunnels".

Further information is available from our contacts in the Regional Units:

www.dbnetze.com/kontakte

3.4.5 Bridge restrictions

Restrictions in bridge usage apply in particular where shipping and railway lines cross and the bridge clearance is inadequate for certain types of shipping, so that the railway bridges are opened for shipping traffic at certain times. The bridges cannot be crossed by trains during these periods.

Existing traffic restrictions on bridges in the network managed by DB Netz AG are indicated on the internet:

www.dbnetze.com/brueckenrestriktionen

3.4.6 Steam locomotives

Operating restrictions for steam locomotives on the grounds of preventive fire protection and emergency management are named as part of the regulations impacting on network access in Guideline 123.0117 and Appendix 123.0117A01.

More extensive "general" restrictions may apply to specified sections of line and stations for the purpose of meeting legal precepts and ensuring the functioning of safety-relevant facilities. More detailed information on restrictions applying to steam locomotives is available from our contacts in the Regional Units at:

www.dbnetze.com/kontakte

3.5 Infrastructure availability

3.5.1 Introduction

Changes to the infrastructure in the scope of this Network Statement are generally only made at the change of timetable and taking due account of the concerns of the Applicant or the involved RU. DB Netz AG will only change the scope of performance agreed for the respective working timetable period during this time as stipulated in the provisions of Section 3.5.2 Network Statement for measures that were not foreseeable on conclusion of the contract, and as long as this will not impair exercising the usage rights of the Applicant or the involved RU more than inevitable in the circumstances.

3.5.2 Necessary measures to safeguard, maintain and extend the infrastructure

3.5.2.1 Construction work during the term of the ENV

During the term of the ENV DB Netz AG is entitled to adopt urgent measures to secure, maintain and extend the infrastructure. The resulting change in the scope of performance is to be tolerated by the Applicant or the involved RU if the measures were not objectively foreseeable on concluding the agreement, appropriate ac-count is taken of the concerns of the Applicant or the involved RU in implementing the work and corresponding execution does not encroach upon the interests of the Applicant or the involved RU more than is inevitable under the circumstances.

As regards the levying of train path charges for work-related diversions during the term of ENV, the provisions in Section 6.4.4 of the Network Statement apply.

3.5.2.2 Special equipment and service requests of the Applicant

The design, extent, duration and financing of any special equipment and services requested by the Applicant over and above the existing quality of infrastructure must be agreed separately with DB Netz AG.

3.5.3 Regular infrastructure maintenance, construction work

Construction and maintenance work is permitted under the following conditions:

3.5.3.1 Work-related restrictions in the framework of working timetable compilation

DB Netz AG is entitled to restrict infrastructure capacity in the course of compiling the working timetable for construction work with a considerable impact on rail traffic over a longer period of time. This may take the form either of factoring in restricted capacity when designing train paths for the affected sections, or incorporating construction work allowances into the timetable. The Applicant or the involved RU shall be notified of any respective works according to the provisions stated in Section 3.5.3.2 Network Statement. DB Netz AG will endeavour to draw up mutually acceptable alternative train paths with the Applicant or the involved RU during the train path consultation process and within the time limit stipulated in Section 4.2.1.3 Network Statement.

3.5.3.2 Communication and coordination of construction work

The execution of construction work is to be coordinated with the Applicant or the involved RU within the framework of the regulations applicable to the communication and consultation of construction work (Guideline 402.0305) in compliance with the deadlines stipulated therein. If the consultation process does not produce mutually acceptable results, DB Netz AG shall decide on the course to take, having due regard to the concerns of the Applicant or the involved RU within the bounds of what is reasonable. The Applicant s or the involved RUs shall be informed of the decision taken by DB Netz AG within the deadlines stipulated in the abovementioned regulations.

3.5.3.3 Rail replacement services

The Applicant or the involved RU shall be responsible for planning, organising and running any required rail replacement services (cf. Section 3.5.6.1 Network Statement). Usage charges shall not be levied for the duration of the works (cf. Section 6.4.5 Network Statement).

3.5.3.4 Information about construction work in the rail network

DB Netz AG publishes information on the internet about scheduled construction work up to three months before the intended starting date.

More information is published on the internet at:

www.dbnetze.com/baustellen

3.5.4 Rights to price reductions because of construction work

The rights of the Applicant or the involved RU to a reduction in price on account of temporary disruptions to services caused by extension or renewal of the infrastructure or by maintenance work are governed by the provisions of Section 6.4.3 Network Statement.

3.5.5 Line operating hours

The line operating hours of a working timetable period are determined according to the existence of the working timetable in the sense of Section 4.2.1.3 Network Statement. The line operating hours calculated on this basis are published on 15 November for the working timetable period beginning in December.

For train path applications in ad hoc traffic for the next working timetable period beginning in December, the line operating hours are determined as follows:

- Where a train path application is made after 15 November, train paths are processed according to the line operating hours published on 15 November.
- Where a train path application is made before 15 November, train paths are processed according to the line operating hours that were decided based on the current working timetable, which are continued if they differ from the operating hours published on 15 November in a manner that favours the Applicant.

The valid current line operating hours for the ongoing working timetable period and those for the working timetable period beginning in December are featured as factual data in the ISR.

For applications for train paths in ad hoc traffic outside existing line operating hours, Section 4.2.2.4 Network Statement applies as regards the deadline for train path processing (two weeks) and the deadline in which the customer can accept the train path offer (one working day). The deadline for issuing the timetable announcement (five working days) shall not apply. This is a separately invoiced service under the minimum access package pursuant to sections 6.2.1.8.3 and 6.3.2.4 of the Network Statement.

More information is available from the Regional Units at:

www.dbnetze.com/kontakte

3.5.6 Rail replacement services and emergency bus services

3.5.6.1 Rail replacement services

If the infrastructure is unavailable for a period determined in advance on account of scheduled works (e.g. construction works), the affected Applicant or the involved RU shall decide whether to set up rail replacement services and organises such services accordingly. This refers to the use of buses or similar means of transport for the duration of the works until such time as the infrastructure is available again. The arrangements for charging for rail replacement services are defined in Section 6.4.5 Network Statement.

Rail replacement services do not include emergency bus services.

3.5.6.2 Emergency bus services

Emergency bus services are used if the infrastructure becomes temporarily unavailable because of unforeseen disruptions (irregularities and operational disruptions) or for reasons for which the Applicant or the involved RU is accountable in terms of vehicles and/or staff. Emergency bus services refer to the deployment of buses or similar means of transport while dealing with the disruption and until normal services can be resumed. The respective the Applicant or involved RU is responsible for organising the emergency bus service. Charging arrangements for emergency bus services are stipulated in Section 6.4.6 Network Statement.

3.6 Service Facilities

3.6.1 Passenger stations

DB Netz AG does not operate any passenger stations.

Information about access to and usage of the passenger stations/service stations operated by

- DB Station&Service AG is published on the internet at:

  www.dbnetze.com/stationsnutzung

- the RNI is published on the internet at:

  www.deutschebahn.com/regionetz

3.6.2 Freight terminals

DB Netz AG does not operate any freight terminals.

3.6.3 Further service facilities

3.6.3.1 Service facilities of DB Netz AG

The usage of service facilities managed by DB Netz AG is governed by the NSSF, which are not part of the Net-work Statement. These are published on the internet at:

www.dbnetze.com/nssf

The usage of maintenance facilities of DB Netz AG is governed by the CMF, which are not part of the Network Statement. These are published on the internet at:

www.dbnetze.com/bfw

3.6.3.2 Third-party service facilities

Service facilities of other operators can be accessed via the following VDV link.

www.vdv.de/eisenbahninfrastruktur-1.aspx

On the homepage of DB Netz AG (www.dbnetze.com/betreiber_serviceeinrichtungen) there is also a pdf overview with link to the respective website of all service facilities, which were named to DB Netz AG by the operators of the service facilities.

3.7 Outlook for infrastructure development at DB Netz AG

The results of the infrastructure developments announced below are updated in the ISR (cf. Section 3.3 Network Statement).

3.7.1 Entry into service for/in the working timetable 2019

A current overview of the infrastructure sections or infrastructure measures which according to current planning/progress will enter into service for or in the working timetable 2019 is published on the internet at:

www.dbnetze.com/inbetriebnahmen

3.7.2 Change in operational procedures

A current overview of changes in operational procedures is published on the internet at:

www.dbnetze.com/betriebsverfahren

3.7.3 Release of infrastructure

An overview of railway infrastructure currently offered by DB Netz AG for transfer and cost-bearing purposes is published on the internet at:

www.dbnetze.com/abgabeinfrastruktur

4 CAPACITY ALLOCATIONS

4.1 Introduction

DB Netz AG designs train paths in the sense of Art. 1 (20) ERegG on the basis of train path applications

4.2 Train path applications

The Network Statement and the announced planning parameters (cf. Guideline 402.0203, Annex 2.4.2 Network Statement) must be heeded when applying for train paths.

Train path applications and data required for allocation and operation in the working timetable in the sense of Section 4.2.1 Network Statement and other train path applications in the sense of Section 4.2.2 Network State-ment must be sent to the train path portal of DB Netz AG (TPN). The terms and conditions of use of the TPN are part of this Network Statement enclosed as **Annex 4.2**.

Further information on the use of the TPN is available on the internet:

www.dbnetze.com/tpn

Particularly in the event of a technical failure or transfer disruption in the TPN system of in the event of an IT sys-tem not being available to the applicant, train path applications for the working timetable can be made by e-mailing or faxing the applicable application form to the contact named in Section 1.8 of the Network Statement.

The forms required for the train path application with Guideline 402.0202 are published on the internet at:

www.dbnetze.com/formulare

Exceptions that may arise due to regulations as per Section 2.4.3 remain unaffected by the above provision.

Further information on the principles, content and format of train path applications is contained in Guideline 402.0202.

4.2.1 Working timetable

The arrangements and processes for train path applications under the working timetable are described in Guide-line 402.0203. The main principles are explained below. Charter and nostalgia services pursuant to section 6.2.1.2.7 of the Network Statement cannot be registered to the working timetable.

4.2.1.1 Missing or implausible information

DB Netz AG will demand any missing information without delay from the persons or entities named by the appli-cant Applicant or the involved RU. Once the application deadline for submitting an application for the working timetable has expired, these details must be provided by the Applicant or the involved RU within three working days after receiving the request from DB Netz AG. If the corresponding details are not provided within three working days, a new plausibility check request is issued, which is to be addressed within one working day. If the corresponding details are not provided or are provided after the defined period has expired, the application will be rejected.

The above provisions apply accordingly also to implausible information. Information is deemed to be implausible particularly when the information is contradictory, a corresponding train path design is not possible for operational reasons or when similar contradictions apply.

If in addition to the subsequently demanded details, additional information is provided that deviates from the original application, this is deemed to be an amendment to the application.

4.2.1.2 Amending applications

Complete applications submitted on time are binding for train path processing. If the Applicant or the involved RU amends all or part of the application after the application date and before a contract is concluded, the punctually submitted application shall become null and void. The amended application is deemed to be a fresh application and treated by DB Netz AG as being for ad hoc services (Section 4.2.2 Network Statement).

4.2.1.3 Application deadlines for the working timetable

The following concrete deadlines based on the framework schedule pursuant to Guideline 402.0203 apply for the working timetable 2019:

Working timetable compilation	Deadline
Train path application deadline	09.03.2018 – 09.04.2018
Provisional draft working timetable	bis 02.07.2018
Reaction of the Applicant or the involved RU to the provisional draft working timetable	bis 02.08.2018
Final draft working timetable	bis 09.08.2018*
Working timetable	bis 15.08.2018*
Begin working timetable	09.12.2018 um 00:00 Uhr

4.2.1.4 Unpunctual applications

Applications that are not received on time (Section 4.2.1.3 Network Statement) are treated as applications for ad hoc services (Section 4.2.2 Network Statement).

Train path applications submitted before the train path application period stipulated in Section 4.2.1.3 of the Network Statement commences will be rejected with a reference to the start date of this application period for the working timetable.

4.2.1.5 Train path design

DB Netz AG designs train paths in order to grant all applications for the allocation of train paths as far as possible while ensuring the best possible utilisation of the available infrastructure capacity according to the regulations impacting on network access pursuant to Section 2.4.2 Network Statement.

If applications cannot be granted because of conflicting applications, a solution is brought about in the framework of the steps described below.

4.2.1.6 Design tolerance

Insofar as orders are not made for the Point-to-Point market segment for long-distance passenger rail services (see 6.2.1.2.8), or with the addition “Z-Flex” or “R-Flex” for rail freight transport (see 6.2.1.4.8 and 6.2.1.4.9), DB Netz AG attempts to compile a train path offer within the following tolerances:

- train paths for passenger services: +/-3 minutes,

= If DB Netz AG intends to reject train paths from the working timetable, the stated deadlines can be postponed following notification pursuant to Article 72 (1) 1 ERegG and advance review by the Federal Network Agency pursuant to Article 73 (1) 1 ERegG.

- other train paths (e.g. freight trains, traction unit movements): +/-30 minutes.

There is a margin of +/- 30 minutes for construction work for the Point-to-Point-services market segment in long-distance passenger rail services, and a +/- 120 minute margin for the market segments with the Z-Flex and R-Flex addition.

Design within these tolerances occurs without consulting the Applicant.

4.2.1.7 Coordination

If the above tolerances are insufficient to resolve the conflict or if this would make it impossible to meet Applicant or the involved RU requests for connection commitments/ interconnecting paths, the coordination procedure is adopted pursuant to Article 52 ERegG.

4.2.1.7.1. Coordination procedure

In the coordination procedure, DB Netz AG enters into negotiations to bring about mutually acceptable solutions, submitting its own suggestions. These can deviate in time and place from the train path application. The Applicant or the involved RU can contribute own solution proposals that are checked for feasibility by DB Netz AG.

Only those conflict resolution proposals shall be implemented that resolve the conflict in question for all parties involved.

If the Applicant or the involved RU amends the train path application to bring about a mutually acceptable solution, Section 4.2.1.2 (3) Network Statement and Section 4.2.1.1 (3) Network Statement do not apply.

On reaching a mutually acceptable solution, this forms the basis for further preparation of the provisional draft working timetable.

4.2.1.7.2. Multiple applications

A coordination procedure in accordance with Section 4.2.1.7.1 above is not required if, for the same order of a third party (e.g. tender), multiple Applicants have submitted train path applications that are identical or closely related in terms of location and timeframe and all Applicants involved have provided their consent.

Under these conditions, DB Netz AG sends all Applicants involved the preliminary and final draft working timetable. With regard to order placement, a condition subsequent applies to the train path offers in question. DB Netz AG must be notified by the Applicants involved immediately following order placement.

4.2.1.8 Dispute settlement procedure

If the coordination procedure fails to produce a mutually acceptable solution, the dispute settlement procedure is implemented pursuant to Article 52 (7) – (9) ERegG.

Train paths that win in the dispute settlement procedure can only be cancelled as stipulated in Section 6.4.8.4 Network Statement. In this case, sections 6-4-8-1, 6.4.8.2 and 6.4.8.3 of the Network Statement are not applicable.

4.2.1.9 Priority rules

a) In the adjudication procedure, DB Netz AG shall arrive at a decision adopting the following order of precedence, subject to the rights of the Applicant pursuant to Article 49 ERegG and to the provisions of Article 55 and 57 ERegG.

- regular-interval or integrated network services
- cross-border train paths
- train paths for freight traffic.

b) A service is integrated for the purposes of the foregoing lit. a) if it is

(1) in rail passenger transport:

- at least two connections to other train paths within 30 minutes (reference in the comments field to connections to at least two stops on its own or other train paths) have been ordered, or
- it forms a circuit with outward and return service and an unchanged train configuration; the break between outward and return journey must not exceed 60 minutes. The train configuration according to the preceding sentence remains the same even if in multiple unit trains one or more railcar units are removed or added.

(2) in rail freight transportation:

- at least two connections (reference in the TPN comments field to connections to at least two stops) have been ordered, in which a group consisting of at least 8 wagons are either removed or connected, or
- it forms a circuit with outward and return service and an unchanged train configuration; the break between outward and return journey must not exceed 480 minutes.

In relation relation to consideration of the aforementioned criteria, the Applicant must furnish appropriate proof upon a request by DB Netz AG following the commencement of the dispute settlement procedure according to section 4.2.1.8 of the Network Statement. The deadlines of section 4.2.1.1 of the Network Statement apply accordingly.

c) If, in each of the last two years, an applicant has not used at least 70% of the train paths in the working timetable that have been offered to it by DB Netz AG upon its application, then, in the event of a conflict where the aforementioned order is to be used for a decision, it must furnish proof to DB Netz AG upon the latter's request within three calendar days that it in fact intends and is in a position to use the registered train paths. In particular, appropriate proof may be furnished by producing suitable documents on the availability or contractual certainty of necessary and suitable vehicle materials. If this proof is not provided, then the aforementioned priority rules for this applicant will be deemed as having not been fulfilled. For the purposes of the foregoing, the Applicant has not used a train path if a train path offer has been rejected by the Applicant or was accepted and then subsequently at least partially cancelled. In the last mentioned case, the train path in its entirety is deemed to have not been used.

d) In the event that, having applied the priority rules in accordance with section 52(7) sentences 2 and 3 ERegG, a train path application for the working timetable does not have priority in the dispute settlement procedure, DB Netz AG assesses whether a reference exists to a framework agreement for this train path application. In this case, a non-conflicting train path is sought for this train path application within the margins secured in the framework agreement. If such a path is not available, then the train path featured in the application is allocated to the Applicant holding a framework agreement.

4.2.1.10 Standard charge procedure

If use of the priority rules still leaves the applications on an equal footing, DB Netz AG shall compare the charges for the disputed train paths pursuant to Article 52 (8) sentence 1 ERegG. This takes account of all days of service of the train path in the working timetable period with reference to the overall route. Priority is given to the application generating the higher charge.

4.2.1.11 Highest bidder procedure

If the standard charge procedure fails to produce a decision, the highest bidder procedure is implemented pursuant to Article 52 (8) sentences 3 to 7 ERegG.

To initiate the highest bidder procedures, DB Netz AG invites the affected Applicants to offer a sum of money within five working days that is higher than the payable charge under the terms of

the relevant list of charges for train paths, referring to the entire working timetable period. The bids are to be forwarded to DB Netz AG only through the Federal Network Agency.

The train path is allocated to the bidder willing to pay the highest charge.

The decision is documented and countersigned by the Applicant and DB Netz AG. This is deemed to be an offer of a contract pursuant to Article 54 (1) 1 ERegG.

Train paths that win in the highest bidder procedure can only be cancelled or amended as stipulated in Section 6.4.8.4 Network Statement.

4.2.1.12 Provisional draft working timetable

DB Netz AG draws up a provisional draft working timetable based on the applications received.

4.2.1.12.1. Communication

After drawing up the provisional draft working timetable, DB Netz AG sends the current status of the respective train path applications to the Applicant or the involved RU in writing or by electronic means.

4.2.1.12.2. Reaction

The Applicant or the involved RU is given one month to react to the provisional draft working timetable in writing or by electronic means via TPN or PCS. Written reactions are only permitted provided the Applicant or the involved RU refers to the fact that its train path application was not included in the working timetable without justification.

Particularly in the event of a technical failure or transfer disruption in the TPN system or in the event of an IT system not being available to the applicant, comments can be made by e-mailing or faxing to the contact named in section 1.8 of the Network Statement.

4.2.1.12.3. Justified objections

Objections are justified when the reaction sent by the Applicant or the involved RU refers to its own train path applications and claims that:

- the working timetable unjustifiably fails to give consideration to its train path application,
- the status of its train path application fails to conform because this has not been drawn up pursuant to the rules for processing train paths laid out in the Network Statement (including coordination/dispute settlement/highest bidder procedure).

Objections are dealt with within five working days after expiry of the period for reacting to the provisional draft working timetable.

4.2.1.13 Final draft working timetable

The final draft working timetable shall be in place on expiry of the five working days for addressing justified objections.

On the basis of the final draft working timetables, DB Netz AG shall promptly produce a train path offer for con-cluding an ENV.

In the event of an application by an Applicant in accordance with section 1(12) no. 2 lit. a) to c) ERegG, the offer by DB Netz AG must be made to the Applicant. In parallel, DB Netz AG must make an offer to the involved RU regarding the provisions of the Network Statement that serve operational security. Once it is named, the involved RU is bound to prior declarations by the Applicant regarding the train path application. The declarations by the Applicant are binding with regards the relevant ENV.

The involved RU is obliged to immediately name contact persons within the meaning of section 2.9.4.1 of the Network Statement.

4.2.1.14 Offer acceptance

The ENV on each specific use of a train path within the meaning of section 1(20) ERegG is concluded between DB Netz AG and the Applicant or the included RU as follows. The train path offer is to be accepted or rejected within five working days of being receivedby the party to whom the offer is directed. Acceptance can occur in writing or electronically.

If the train path offer is not accepted or rejected within this period, there is no longer a claim to the allocation of the registered train path. A fresh application is only possible for ad hoc services.

4.2.1.15 Train path rejections

If DB Netz AG intends to reject train paths in drawing up the working timetable, corresponding notification is given pursuant to Article 72 1 (1) ERegG with advance review by the Federal Network Agency pursuant to Article 73 (1) 1 ERegG. DB Netz AG submits the train path offers with due consideration to the decision by the Federal Network Agency, stating the reasons for rejections.

4.2.1.16 Awarding train paths on the working timetable on infrastructure limited by construction work

Pursuant to section 44 ERegG, DB Netz AG will use a special allocation procedure for rail infrastructure capacity if only limited rail infrastructure capacity is available due to construction work. Corresponding provisions are included in Guideline 402.0305.

4.2.2 Ad hoc services

The arrangements and processes for ad hoc services are described in Guideline 402.0204. The main principles are explained below. Charter and nostalgia services pursuant to section 6.2.1.2.7 of the Network Statement can only be registered as ad-hoc services.

4.2.2.1 General

Applications for ad hoc services pursuant to Article 56 ERegG are applications not falling within the working timetable or not meeting the deadlines of the working timetables.

Furthermore applications of amendments to train paths in the working timetable after the application deadline pursuant to Section 0 (3) Network Statement are deemed to be applications for ad hoc services.

4.2.2.2 Missing or implausible information

DB Netz AG will demand any missing information without delay from the persons or entities named by the Appli-cant or the involved RU. The start of the processing period pursuant to Section 4.2.2.4 Network Statement de-pends on the point in time at which the missing information is received by DB Netz AG. If the missing information is not sent, this means that the train path application is not complete. Accordingly, the application for processing the train path cannot be accepted.

The above provisions apply accordingly also to implausible information. Information is deemed to be implausible particularly when the information is contradictory, a corresponding train path design is not possible for operational reasons or when similar contradictions apply.

If in addition to the subsequently demanded details, additional information is provided that deviates from the original application, this is deemed to be an amendment to the application.

4.2.2.3 Amending applications

Application amendments also contain the withdrawal of the application for the train path being amended. If the Applicant or the involved RU amends a train path application that has been submitted in full, the processing period pursuant to Section 4.2.2.4 Network Statement begins again. In the case of application amendments, the days of service of parts of the route not affected by the amendment remain unaffected.

4.2.2.4 Deadlines for processing train path applications

The processing deadlines for train path applications in ad hoc services of DB Netz AG pursuant to Article 56 ERegG are listed in the following table.

The following cases entail particularly extensive train path processing at DB Netz AG pursuant to Article 56 (1) 3 ERegG:

a)

- Passenger trains including charter and nostalgia services pursuant to section 6.2.1.2.7 of the Network Statement and all directly connected transfer movements,
- Steam locomotive movements (coal and oil-fired),
- Consignments pursuant to Section 2.5 Network Statement,
- Consignments for which calculation of an individual tonnage rating is necessary or requested,
- Recording movements and trial runs,
- Movements through more than one regional unit of DB Netz when registered as having "arrival priority" on the train path application form (so-called reverse processing),
- Movements by vehicles with a max. permissible speed of less than 50 km/h (e.g. ancillary vehicles, damaged vehicles),
- Movements entailing a special type of schedule because of the registered vehicles, type of line or other parameters (e.g. train control operations),
- Cross-border journeys according to secction 4.2.4 of the Network Statement,
- Application amendments for train paths on the working timetable after the application date within the meaning of section 4.2.1.2 sentence 3 of the Network Statement.

b)

- Movements in ad-hoc services on lines not marked as open in the sense of section 3.5.5 of the Network Statement.

		Fristen für die Trassenbearbeitung	**Frist des Kunden zur Annahme des Angebots**	**Frist für die Erstellung der Fahrplanbekanntgabe**
Applications for short-notice allocations for individual train paths		48 hours	1 working day	1 hour
Applications for short-notice allocations of individual train paths involving particularly extensive processing	**a)**	4 weeks	1 working day	5 working days
	b)	2 weeks		

The above deadlines are the maximum deadlines.

4.2.2.5 Late applications

DB Netz AG will always try to deal even with those train path applications that are received late according to the above table.

4.2.2.6 Train path design

DB Netz AG designs train paths in order to grant all applications for the allocation of train paths as far as possible while ensuring the best possible utilisation of the available infrastructure capacity according to the regulations impacting on network access pursuant to Section 2.4.2 Network Statement.

Train paths for ad hoc services are designed in the framework of the surplus infrastructure capacity.

4.2.2.6.1. Competing train path applications

If a train path competes with another train path for ad hoc services, the first train path that was applied for is given priority.

4.2.2.6.2. Deviation from the train path application

If the surplus capacity precludes an offer being made in accordance with the application, DB Netz AG shall initially try to design an offer without substantial deviations from the stipulations given in the application.

Substantial design deviations refer to:

- a difference of more than one hour relative to the application for passenger trains,
- a different route for passenger trains than detailed in the application, so that scheduled stops featured in the application cannot be served,
- a difference of more than two hours relative to the application for freight trains and other traffic.

If an offer can only be given with substantial deviations, DB Netz AG shall coordinate these deviations with the Applicant or the involved RU.

In the case of applications for single train path allocation at short notice pursuant to Section 4.2.2.4 Network Statement, clarification with the Applicant or the involved RU is not possible in case of substantial deviations.

4.2.2.7 Train path offer by DB Netz AG

4.2.2.7.1.

In the case of applications pursuant to Article56 (1) ERegG, the Applicant receives the train path offer from DB Netz AG straightaway, but at the latest on expiry of the processing period as per Section 4.2.2.4 Network State-ment. DB Netz AG also deals immediately with applications for allocation of a train path when the applied for or necessary departure time is less than 73 hours after the application date. In these cases, it cannot be ruled out that it may not be possible to allocate a corresponding train path before the applied for or necessary departure time for operational reasons.

In the event of an application for the allocation of a train path less than 73 hours prior to departure, DB Netz AG is entitled under section 4.2.2.9.2 (2) of the Network Statement to submit offers for partial sections of a train path on the basis of the train path application.

In the event of an application by an Applicant in accordance with section 1(12) no. 2 lit. a) to c) ERegG, the offer by DB Netz AG must be made to the Applicant. In parallel, DB Netz AG must make an offer to the involved RU regarding the provisions of the Network Statement that serve operational security. Once it is named, the involved RU is bound to prior declarations by the

Applicant regarding the train path application. The declarations by the Applicant are binding with regards the relevant ENV.

The involved RU is obliged to immediately name contact persons within the meaning of section 2.9.4.1 of the Network Statement.

4.2.2.7.2.

In the case of train path applications whose movements cross more than one regional unit of DB Netz and if the Applicant or the involved RU asks for an offer for partial sections of the route, DB Netz AG will comply with this request as far as possible. Section 4.2.2.9 remains unaffected.

4.2.2.8 Submitting a train path offer before the working timetable comes into effect

In the case of applications referring to the working timetable that are deemed to be late pursuant to Section 4.2.1.4 Network Statement and are therefore treated as applications for ad hoc services, the processing period pursuant to Section 4.2.2.4 Network Statement begins on completion of the final working timetable featured in the original application.

4.2.2.9 Conclusion of the ENV

The ENV on each specific use of a train path within the meaning of section 1(20) ERegG is concluded between DB Netz AG and the Applicant or the involved RU as follows:

4.2.2.9.1. Accepting the offer

In the case of punctual applications, acceptance of the offer by the Applicant must take place within the acceptance period pursuant to Article 56 (1) 2 ERegG in conjunction with Section 4.2.2.4 Network Statement. Otherwise the ENV does not come about. Section 6.3.3.2 in conjunction with Section 6.4.7 Network Statement applies.

4.2.2.9.2. Waiving written acceptance

The Applicant or the involved RU may state its intention to waive written acceptance when making its application. In such cases, the offer is deemed to have been accepted once it has been received by the Applicant or the involved RU without immediate rejection.

In the case of application pursuant to Section 4.2.2.7.1 (2) Network Statement, the offer is also deemed to be accepted if the Applicant or the involved RU does not declare immediately after receiving the offer that the train path offered will not be used. The offer is also accepted when the Applicant or the involved RU begins to use the offered partial section of the train path on receiving an offer for partial sectionsand if and insofar as it departs on the basis of a DB Netz AG timetable instruction.

4.2.2.10 Train path rejections

If an application cannot be implemented in the framework of the surplus infrastructure capacity or if the Applicant or the involved RU rejects significant deviations pursuant to Section 4.2.2.6.2 Network Statement, corresponding notification is given pursuant to Article 72 (1) 2 ERegG with advance review by the Federal Network Agency pursuant to Article73 (1) 2 ERegG.

4.2.3 Cooperation between DB Netz AG and domestic RIUs

If an Applicant submits a train path application to DB Netz AG that also includes the infrastructure of other domestic RIUs in the scope of the AEG, DB Netz AG shall cooperate with the involved RIUs in the interest of efficient creation of infrastructure capacity and train path allocation.

If a train path application to a neighbouring route operator has been submitted where no corresponding connection route has been applied for with the neighbouring RIU, the train path shall be constructed up to a suitable upstream station within the area of DB Netz AG.

If a train path application to a neighbouring route operator has been submitted where a corresponding connection route has been applied for with the neighbouring RIU, then the information relating to the territory of the neighbouring RIU provided in the offer made by DB Netz AG is subject to the consent of the neighbouring RIU.

4.2.4 Cross-border train path applications

Applications for train paths in cross-border services can be submitted on the national level to the contacts of the corresponding neighbouring RIU stated in Section 1.8. Network Statement, or as a harmonised train path for the complete international route with a corresponding OSS.

The provisions stipulated in the Network Statements of the corresponding neighbouring RIU apply to the proce-dures involved in train path application, processing and offer compilation.

DB Netz AG makes the following requirements for harmonised train path application:

- Train path application via the PCS IT application (cf. Section 1.10.2) or use of the current RNE application form.
- Broken down into international route sections, stating all Applicant s or the involved RUs responsible in each particular case. The Applicant or the involved RU must fulfil the access prerequisites.
- For the German section of the route, a German-speaking contact must be named with responsibility for train path planning.
- For the German part of the route, compliance is required with the provisions of this Network Statement.

If in addition to the RNE form, an additional and therefore duplicate train path application is received for the German part of the route via TPN and if the details deviate, the application submitted via TPN is authoritative.

In applications via PCS, general and special national prerequisites (in compliance with the regulations in this Network Statement) must be fulfilled. If these prerequisites differ, the national prerequisites shall be decisive.

4.2.4.1 Train path design on cross-border routes

If a train path application has been submitted for a cross-border route where no corresponding connection route has been applied for with the neighbouring RIU, DB Netz AG is responsible for train path design up to a suitable station before the border.

If a train path application has been submitted for a cross-border route where a corresponding connection route has been applied for with the neighbouring RIU, then the information relating to the territory of the neighbouring RIU provided in the offer made by DB Netz AG is subject to the consent of the neighbouring RIU.

4.2.5 Catalogue train paths on rail freight corridors

From the publication of the train path catalogue (cf. Section 4.2.5.1 Network Statement) to the close of applications for the working timetable PaPs are reserved especially for train path applications in cross-border rail freight transport.

The corridor OSS (cf. Section 1.9.1 Network Statement) offers PaPs and reserve capacity for cross-border rail freight transport pursuant to Articles 13 and 14 of Regulation (EU) No 913/2010 based on the process described below.

4.2.5.1 Train path applications for PaPs

The PaPs are published each year in mid-January (11 months before the start of the working timetable) in a special train path catalogue. This can be accessed via the Path Coordination

System (PCS cf. Section 1.10.2 Network Statement) and the homepage of the corridor in question.

Details are made available on the internet by RNE:

http://pcs.rne.eu

Train path applications for cross-border rail freight transport on PaPs or on sections of PaPs that cross at least one border on a rail freight corridor can be submitted until the close of applications for the working timetable directly in PCS exclusively and thereby, in deviation from Section 4.2.4 of the Network Statement, not to the corresponding participating RIU. A PCS account can be requested directly from RNE or via the corridor OSS.

In the event of the technical failure of PCS, RNE offers the option of submitting train path applications for PaPs by means of sending the current RNE application form to the contact named in Section 1.9.2.

Details are made available on the internet by RNE:

http://pcs.rne.eu

Train path applications for PaPs that are received directly by DB Netz AG are treated as train path applications for the working timetable in the sense of Section 4.2.1. of the Network Statement. If it is clear that reference is being made to a PaP, an appropriate message is sent to the applying Applicant and the corridor OSS.

International train path applications that are sent to the corridor OSS via PCS after the close of applications for the working timetable are treated as train path applications for ad hoc traffic. The corridor OSS forwards the train path applications to the RIU affected and informs the Applicant.

In connection with PaPs, feeder and outflow paths can also be applied for at the corridor OSS via the PCS book-ing tool. The corridor OSS forwards this train path application for processing to the RIU(s) affected and sends the Applicant an offer for a provisional or final draft working timetable in PCS (PaP incl. feeder and outflow paths) for RIUs involved in the corridor.

In some sections, PaPs may be referred to as "Flex PaPs". In this context, the arrival and departure times specified in the PaP catalogue as well as the stops and stop times are intended strictly as reference points and can be changed by the Applicant in the train path application within a predefined period. Decisive in this respect is that the predefined standard running time, including the maximum stop time between fixed operating control poins (these are usually the border operating control points agreed upon with the neighbouring RIUs), is not exceeded. Within this framework, stops and stop times can be applied for as required by the Applicant (e.g. by replacing a stop specified in the Flex PaP with another stop along the route of the rail freight corridor or by cumulating or distributing the maximum stop time at different stops).

The corridor OSS checks the train path application and highlights any missing or implausible information to the Applicant responsible in the PCS, particularly in relation to the Flex PAP. The corridor OSS requests immediate clarification of this information within five calendar days. Train path applications that cannot be clarified or that still fail to meet the defined Flex PaP requirements are forwarded by the corridor OSS to the RIUs affected for further processing in the working timetable.

Details on this process are available in the applicable CID Book 4 for rail freight corridors and are published on the website of the rail freight corridors.

4.2.5.2 Train path allocation for PaPs

The relevant corridor OSS decides on allocation for the entire route of the corridor in accordance with a uniform priority regulation that has been adopted by the relevant rail freight corridor's executive board and that applies in deviation from Section 4.2.1.9.

For the Rhine-Alpine, Scandinavian-Mediterranean, Atlantic and North Sea-Baltic rail freight corridors the priority rules from Annex 1 of the "Framework for Capacity Allocation", **Annex 4.2.5 Network Statement** apply.

The corridor OSS informs the Applicant in early May of the intermediate outcome of the allocation decision. The definitive allocation is achieved by means of the procedure described below.

Following creation of the provisional draft working timetable by the RIUs, in the name of all participating RIUs, the corridor OSS informs the Applicant electronically via PCS of the status of the provisional draft working timetable for the entire international route resulting from the train path applications (PaPs incl. feeder paths and/or alternative offers). The Applicants can submit comments on this electronically in PCS within one month. Based on the final draft working timetable, the corridor OSS creates the train path offer in PCS in the name of all participating RIUs. For the further steps in the process (particularly acceptance of the train path offer, commercial conditions such as train path pricing, cancellation, etc.) the relevant national network statements of the participating RIUs and the individual usage agreements (ENV) are concluded with the relevant RIUs. Train path applications for which no PaP can be made available under the priority regulation are forwarded by the corridor OSS to the RIU in question so that an alternative offer can be drawn up. These train path applications are in any case valid as timely train path applications for the working timetable and do not have to be submitted again. The same applies for the feeder paths and/or change requests for PaPs applied for from the corridor OSS.

For deadlines in the working timetable see also Section 4.2.1.3 of the Network Statement and for information on communication under the provisional working timetable Section 4.2.1.12 ff. of the Network Statement.

Change requests that are received after the close of applications for the working timetable and that change the priorities relevant for the allocation decision and/or the border times for the PaPs are treated as train path applications in ad hoc traffic.

Details on the train path application and allocation process and the framework regulation adopted by the corridor's executive board for the allocation of infrastructure capacity in the sense of Article 14 (1) of Regulation (EU) No 913/2010 are available on the websites of the relevant corridors (see the links in Section 1.9).

4.2.5.3 Train path applications for reserve capacities

Reserve capacities on the rail freight corridors are published two months before the start of the working timetable in each case.

These reserve capacities are entered in the form of free capacity per calendar day and corridor section, based on standard journey times and standard parameters. The corridor OSS publishes for this purpose a Reserve Capacity Calendar in which the number of train paths still available for international freight transport operations per calendar day/corridor section is shown.

The Reserve Capacity Calendar is made available on the internet and updated regularly by the corridor OSS.

Train path applications for remaining capacities can be submitted electronically directly to the corridor OSS in PCS.

The corridor OSS only considers train path applications that are submitted at least 30 days before the day of service. For train path applications submitted later than this, processing is the

responsibility of the appropriate RIUs in accordance with the procedure described in the relevant national network statement.

For changes to train path applications for remaining capacities, Section 4.2.2.3 of the Network Statement shall apply analogously.

4.2.5.4 Train path allocation for reserve capacities

The corridor OSS decides on allocation based on the order in which the train path applications for remaining capacities are received in PCS and updates the published Reserve Capacity Calendar accordingly.

In the rail freight corridors, the relevant corridor OSS informs the Applicants of the proposed train path offer for the entire international route in PCS by 10 calendar days before the first day of service at the latest.

4.3 Congested railway lines

4.3.1 Approach

DB Netz AG detects congested railway lines respectively railway lines which can be expected to suffer from insufficient capacity in the near future, pursuant to the administrative guideline by the Federal Railway Authority and the Federal Network Agency on "congested railway lines". The administrative guideline is provided by the Federal Network Agency.

www.bundesnetzagentur.de/cln_1411/DE/Sachgebiete/Eisenbahnen/Unternehmen_Institutionen/Schienenwege/schienenwege-node.de

Within six months following a declaration of congestion, DB Netz AG carries out a capacity analysis in accordance with section 58 ERegG for the lines declared as being congested. Following this, DB Netz AG produces a draft plan for increasing capacity within a further three months, with said plan to be submitted to the Federal Railway Authority and the Federal Network Agency after consultation with the users pursuant to section 59 ERegG. DB Netz AG publishes the draft at:

www.dbnetze.com/uels

Applicants have the opportunity to submit their opinions on the draft for four weeks after publication.

4.3.2 Congestion declarations and usage regulations

DB Netz AG has declared lines as being congested pursuant to section 55 ERegG and produced special usage regulations.

The lines that DB Netz AG has declared as being congested and the applicable usage specifications form part of this Network Statement as **Annex 4.3.2 to the Network Statement**.

4.3.3 Detection of further congested railway lines

DB Netz AG provides information about other detected congestion on the railway lines at:

www.dbnetze.com/uels

4.3.4 Usage regulations and framework agreements

The provision made in Section 4.3.1. Network Statement applies accordingly for the process of application, pro-cessing and allocating capacities in the context of framework agreements.

Framework agreements are only accepted for the lines declared as being congested if the usage regulations are fulfilled by the amendment. This also applies if it involves partial sections of the framework agreement application. The provision of section 4.3.4 does not apply to framework agreements concluded before 15 April 2014.

4.3.5 Train path advice for Applicant

In order to assist in train path planning and application for lines affected by the abovementioned usage regulations DB Netz AG offers the Applicant the possibility of using free train path advice.

More information about the possibilities of obtaining train path advice is available from the Regional Units:

www.dbnetze.com/kontakte

4.4 Framework agreements

The following sections of chapter 4.4 only apply to framework agreements concluded up to and including 30 November 2016.

4.4.1 General

a) In case of existing framework agreements, DB Netz AG shall offer the Applicant a train path in the sense of Article 1 (20) ERegG within the duly agreed tolerance margin without adopting the highest bidder procedure when applications for simultaneous irreconcilable usage are encountered in compiling the working timetable.

b) The rail infrastructure capacities defined shall be explicitly named in the annexes to the framework agreement.

   A reference profile for a rail infrastructure capacity is defined by the information on time, day of service and route contained in the annex of the appropriate framework agreement.

c) Tolerance margins constitute permissible variance from a reference profile that may be used in the compiling of a working timetable path that was applied for in relation to a framework agreement. These are selected in such a way that under operational conditions at least three train paths can be made available. For rail infrastructure capacities the following tolerance margins apply at the very least

   - + / - 3 minutes for S-Bahn (urban rapid transit) transport on purely S-Bahn lines
   - + / - 5 minutes for passenger transport
   - + / - 30 minutes for freight transport

d) An overview of the capacity secured by framework agreements on the network operated by DB Netz AG is provided in the ISR (cf. Section 3.3.2.12 Network Statement). This shows on which routes the capacity secured by framework agreements is above or below the 75% ceiling.

e) Furthermore, the Applicant can request the disclosure of framework agreements as stipulated in Section 5.4.7 in conjunction with 6.2.2.6 and 6.3.3.6 Network Statement. Such a request can also make reference to the defined capacity pursuant to Section 4.4.1 h) and i) Network Statement.

4.4.2 Amendment

4.4.2.1

a) Applications for amendments to existing framework agreements can be concluded within the deadlines published in accordance with Section 4.4.2.3. Applications for amendments to framework agreements must be submitted to the DB Netz AG contact specified in Section 1.8 Network Statement in electronic form through the TPN or in writing or as a data carrier, using the correspondingly valid order form and quoting the applicable capacity number.

b) For amendments to framework agreements to take effect with the next working timetable period, the applications for amendments must be made at the latest by the second Monday in October of the year preceding the application for the respective working timetable.

c) For an amendment to an existing framework agreement to come into effect with the next working timetable period, this amendment must be concluded at the latest by the end of the

period within which Applicants can submit applications for the allocation of train paths for this working timetable (cf. Section 4.2.1.3 Network Statement).

d) A request for modification to rail infrastructure capacities shall refer to those capacities that are directly affected by a permanent change in the rail infrastructure (primary effect). Where the modification of rail infrastructure capacities makes modification necessary in a further infrastructure capacity directly affected by this (secondary effect), a modification of this nature can also be undertaken. Any modification to rail infrastructure capacities that goes beyond this specification is not possible. A modification to a rail infrastructure capacity due to only the threatened loss of connections or the disruption of turnaround cycles is not required.

4.4.2.2

Only completely and correctly completed applications for amendments can be processed. DB Netz AG shall request any missing or implausible details straightaway from the person or entity named as contact by the Applicant submitting the application. The requested details are to be provided within three working days. If the Applicant sends the details after this deadline or makes amendments or changes to the application that have not been requested, this will make the application null and void.

4.4.2.3

The currently valid concrete deadlines for submitting applications to conclude period-related framework agree-ments and for amending existing framework agreements effective as of the next working timetable period in each case (cf. Section 4.4.3.5 b) Network Statement), are published by DB Netz AG in the Federal Gazette and on the following website:

www.dbnetze.com/rahmenvertrag

4.4.3 Contractual penalty

A general contractual penalty in the sense of Article 49 (4) ERegG in the amount of EUR 400.00 per affected rail infrastructure capacity is levied if:

- a train path application for the working timetable makes no reference to rail infrastructure capacity secured in a framework agreement,
- a train path application, which makes reference to rail infrastructure capacity secured in a framework agreement, is not accepted by the Applicant or not accepted within the deadline period,
- or the Applicant deviates in a train path application from the route secured in a framework agreement. This last point does not apply if the deviation is due to construction work and was communicated pursuant to the provisions in the framework agreement.

Section 6.3.2.2 in conjunction with 6.4.7 Network Statement remains unaffected by this.

The provisions under Section 4.4.3 apply only for framework agreements concluded on or after 15 April 2014.

4.4.4 Framework agreement protection for market segment Punkt-zu-Punkt-Verkehr (point-to-point services)

The Applicant does not lose framework agreement protection by ordering a train in the market segment Punkt-zu-Punkt-Verkehr - (see section 6.2.1.2.8), provided the scope guaranteed by the agreement is observed in the context of the train path application.

4.5 Capacity needs for maintenance and extension/renewal of infrastructure

This is governed by the provisions of 3.5.3 Network Statement and Guideline 402.0305.

4.6 Non-usage and cancellation

Under section 60 (2) ERegG, a special termination right applies to the non-usage of train paths. Sections 6.4.8, 6.4.8.2, 6.4.8.3 and 6.4.8.4 of the Network Statement apply with regards the cancellation of train paths.

4.7 Exceptional transports, dangerous goods transports and train path applications with individual tonnage rating

4.7.1 Train path applications for exceptional transports

Dealing with a train path application for special consignments pursuant to Section 2.5 Network Statement entails a particularly extensive procedure pursuant to Section 4.2.2.4 Network Statement. The corresponding deadlines are stated in the table of the aforementioned Section in the Network Statement.

The train path application according to section 2.5.1 of the Network Statement for special consignments must state the “Bza number” of the feasibility study aT.

In case of train path applications for oversized vehicles according to section 2.5.2 of the Network Statement, the order number of the navigability assessment has to be indicated.

In case of train path applications for vehicles according to section 2.7.2.4 of the network Statement, the order number of the proof of bridge compatibility has to be indicated.

4.7.2 Train path applications for dangerous good transports

If the Applicant or the involved RU intends to transport dangerous goods pursuant to the GGVSEB and RID, this must be stated by the Applicant in the train path application together with the corresponding RID hazard category number.

4.7.3 Train path applications with individual tonnage rating

If the Applicant intends to apply for a train path with an individual tonnage rating, the individual tonnage rating number is to be entered when the train path application is made.

4.7.3.1 Secured passing without stops

If an individual tonnage rating makes it necessary to set the signals that regulate the headways between trains to secure passing without stops, DB Netz AG decides whether or not to grant the secured passing according to the criteria presented below:

a) On lines with a capacity utilisation level of up to 35%, secured passing without stops is granted if for the timetable year in question the known/anticipated operating schedule remains possible despite the granting of secured passing and if no other trains are hindered.

b) Bei On lines with a capacity utilisation level of over 35%, secured passing without stops can be granted if the requirements stated in a) above are satisfied and if secured passing is not required at more than two consecutive signals. A further instance of secured passing without stops on the train's route is only permitted to be required at the third signal following these signals at the earliest. Exceptions can be made in individual cases where two or more working traction units are in use.

c) Secured passing without stops is not permitted on congested lines or on lines that are likely to be declared congested in the near future in accordance with Section 4.3.1 Network Statement.

If the customer wishes to be told the maximum load that can be transported under the criteria mentioned above, a comment to this effect is to be included in the application for the individual tonnage rating.

The processing period stated in Section 2.11 (3) Network Statement is increased by 5 working days to allow for the required checks for secured passing without stops.

A tabular overview of the capacity-utilisation levels is published on the internet as part of this Network Statement at:

www.dbnetze.com/gesichertedurchfahrten

4.8 Remains empty

4.9 Allocation of Capacity for Service Facilities

Provisions for the application for and the allocation of DB Netz AG service facilities can be found in the Usage Conditions for Service Facilities (NBS), which are not part of this Network Statement.

The NSSF are published on the internet at:

www.dbnetze.com/nssf

5 SERVICES

5.1 Introduction

DB Netz AG provides the Applicant with the services of the minimum access package, additional services and ancillary services listed in this chapter.

5.2 Minimum access package

The DB Netz AG minimum access package comprises the following:

- processing requests for the allocation of infrastructure capacity,
- the right to use allocated rail infrastructure capacity,
- use of the railway infrastructure, including switches and junctions,
- train control including signalling, regulation, and the communication and provision of information on train movement; the manning of signal boxes for ad-hoc services outside of line operating hours pursuant to section 3.5.5 of the Network Statement is subject to the special charge provision of section 6.2.1.8.3 of the Network Statement,
- the use of facilities for line-related supply of traction current, where available,
- all other information required to implement or operate the service for which capacity has been granteddas Recht zur Nutzung zugewiesener Schienenwegkapazität.

5.3 Access to service facilities

Access to DB Netz AG service facilities is determined solely by the provisions of the Usage Conditions for Service Facilities (NBS), which are not part of this Network Statement. The NBS are published on the internet at:

www.dbnetze.com/nssf

5.4 Additional services

5.4.1 Stabling on railway lines outside allocated train paths (demarcation with train-path agreement)

Stabling on railway lines for more than 60 minutes outside of the period allocated to a train path within the meaning of section 1 (20) ERegG is a chargeable additional service by DB Netz AG. DB Netz AG has a claim to a charge when stabling for more than 60 minutes actually occurs, unless DB Netz AG is responsible for the stop. Stabling is only possible provided it does not conflict with any other claim to the use of the train path.

5.4.2 aT Feasibility study

A feasibility study is required for transports that place particular demands on the infrastructure owing to their external measurements, their weight or their (maximum load of bridging structures, line classes, vehicle boundary etc) or that can only be conveyed under special technical or operational conditions. The preparation of an aT feasibility study pursuant to sections 2.5 and 4.7.1 of the Network Statement is a chargeable additional service by DB Netz AG if, for out-of-gauge transports, including the restriction values of tables 2_1 and 2_3 (UIC Loading Guidelines Section 1), the loading gauge is exceeded above and beyond the outline shown in **Annex 5.4.2**.

5.4.3 Navigability assessment for oversized vehicles

The preparation of a navigability assessment for oversized vehicles pursuant to section 2.5.2 of the Network Statement is a chargeable additional service by DB Netz AG. Following a navigability assessment, DB Netz AG guarantees that the profile as tested can be driven.

5.4.4 Proof of bridge compatibility

In order to assess the deployment of trains (new vehicles, existing vehicles following modification when there are changes to geometry and axle load) the Applicant is responsible for the

provision of evidence regarding static and dynamic bridge compatibility. The service is rendered in the form of a multi-step assess-ment procedure in which proof is provided that trains are able to cross bridges and bridging structures with the required level of safety. If the result of the proof of compatibility is that the use of bridging structures and partial bridging structures is linked to conditions (eg a reduction of vmax), then vehicle-related line approval is granted.

Dynamically assessing bridging structures in order to exclude resonance is a chargeable additional service by DB Netz AG

5.4.5 Additional equipment on railway lines

Additional equipment provided by DB Netz AG is a chargeable additional service by DB Netz AG.

This covers the following additional equipment where it is present on railway lines:

- Compressed air pillars,

  There are different versions of compressed air pillars available

  - As an external compressed air supply, compressed air pillars without a power connection serve to rapidly fill compressed air systems for vehicles that lack a working traction unit.
  - Compressed air pillars with 230V power connections also supply the radio-remote controlled, mobile brake testers. Mobile brake testers enable vehicle compressed-air systems to be filled with compressed air and brake tests to be carried out. The interface is defined by the connection coupling (coupling head) of the compressed air pillar and of its power supply unit. The mobile brake tester is the property of the Applicant or the involved RU. The Applicant or the involved RU provides the compressed air hose for connecting the wagon fleet to the mobile brake tester. Any fastening element on the compressed air pillar required for the mobile brake tester is part of the DB Netz AG installation.

  The compressed air hoses required for supplying the vehicles are provided by DB Netz AG. This excludes compressed air hoses for connecting mobile brake testers that are not provided by DB Netz AG.

- Boarding ramps,

  Boarding ramps enable differences between the level of the vehicle and that of the surrounding ground to be overcome.

- 230V or 400V power feeder pillars,

  Power feeder pillars with a voltage of 230V or 400V provide an external electricity supply to keep traction units and rail cars warm. The system consists of a supply cable that runs between the distribution panel and the power feeder pillar, and the power feeder pillar itself (housing, meter where appropriate, connector system, fuses). The Applicant or the involved RU is responsible for the provision and safe use of the connecting cable between the power feeder pillar and the vehicle. Energy consumption is invoiced directly by DB Energie GmbH as part of the ancillary and consumption costs (see NBS (BT) section 4.1.4).

- Water filling pillars,

  Water filling pillars supply vehicles with drinking water. They are designed solely for filling vehicle tanks with drinking water. The water hoses required for supplying the vehicles are provided by DB Netz AG. DB Netz AG supplies the water. Water consumption is invoiced as part of the ancillary and consumption costs (see NBS (BT) section 4.1.4).

- Stabling traction units on special stabling tracks,

  Stabling traction units on special stabling tracks is used for regular and uninterrupted stabling of traction units (TUs) during breaks in operation lasting longer than three hours. TU stabling tracks are offered with (eg absorption mats, containment systems) or without additional equipment on the basis of the environmental guidelines. DB Netz AG uses a risk assessment to determine whether additional equipment is necessary.

The use of such equipment is permitted if not contradicted by any other usage claim for the train path.

5.4.6 Traction current supply

Supplying the Applicant or the involved RU with traction current is not a service provided by DB Netz AG. The requisite equipment is operated by DB Energie GmbH, which also provides the associated with the equipment for the Applicant or involved RU. More information is published on the internet at:

www.dbnetze.com/energie

5.4.7 Charge for disclosure of framework agreements

Upon the Applicant's request, DB Netz AG will, in anonymous form, disclose the important features of the frame-work agreements concluded for the requested line or lines. The important features of a framework agreement include the connection agreed, the scope agreed, the timing of the framework agreement capacity, the term agreed and the time when the framework agreement ends.

5.5 Ancillary services

DB Netz AG offers the following chargeable ancillary services based on separately concluded agreements:

5.5.1 GSM-R based communication for RUs (GSM-R)

DB Netz AG offers Applicants or included RUs that have concluded a Basic Agreement IU with DB Netz AG the opportunity to use GSM-R for dispatch-related communication between stationary positions and mobile personnel.

5.5.2 Navigability study

DB Netz AG offers to carry out navigability studies for Applicants. A navigability study is an investigation that acts as a preliminary assessment of the space available for oversized vehicles on selected lines.

5.5.3 Operating schedule study

DB Netz offers to assess existing or new operating schedules for Applicants according to defined criteria. On the basis of the data provided by the ordering party, currently available timetable and infrastructure data is used to assess the operating schedule that has been ordered.

5.5.4 Dispatcher workstations in control centres

DB Netz offers Applicant or involved RUs the use of dispatcher workstations within the limits of available capacities. The provision of dispatcher workstations is associated with the following concrete services:

- Workstation equipment
  - Location-specific workspace with control-centre compliant furniture and mounting options for up to four monitors,
  - Power connection,
  - Optional external IT network connectivity,

- Optional landline connectivity (DT AG),
- Network lead for connecting a stationary GSM-R telephone (GeFo).

- Joint use
  - Break rooms, tea kitchens (or similar),
  - Toilets,
  - Concourses, escape routes, emergency exits,
  - Lighting, ventilation, heating, fire extinguishing and supply facilities.
- Services for an additional charge
  - Modification work for providing the workstation,
  - New assembly/modification of the operator station, corresponding furniture,
  - Modification/installation of partitioning,
  - Planning/work supervision,
  - Setting up an independent IT/TC infrastructure,
  - New/modified wiring.

In addition to the workstation, the LeiDis-NK premium version product must also be ordered as a chargeable ancillary service, invoiced separately.

The services are described specifically in the "Dispatcher workstations" product description and are published online at:

www.dbnetze.com/dispositionsarbeitsplaetze

5.5.5 Timetable studies

DB Netz AG offers to carry out timetable studies for Applicants. A timetable study is an examination assessing the effects of certain infrastructural conditions or of integrating train path requests into an existing or envisaged train path configuration.

5.5.6 Running time calculations

DB Netz AG offers to carry out running time calculations for Applicants. A running time calculation yields a pure running time inclusive of a recovery margin for a requested route from A to B without taking other traffic into account. However, a running time calculation reveals nothing about the capacity for running within the overall train path configuration.

5.5.7 Printed timetable books and speed restriction lists

DB Netz AG provides Applicants or involved RUs with printed timetable books and speed restriction lists.

5.5.8 Green function of train movement control

Provided that the technical requirements are in place, the introduction of the ancillary service "Green functions of train movement control" is planned for July 2018 at the earliest. DB Netz AG will write to customers to inform them about the introduction.

The product "Green Functions of Train Movement Control" involves providing train drivers with recommendations to help them drive in a manner which saves energy. This information is provided via a standard interface to the relevant rail company, which is then able to prepare it for the needs of users.

For instance, drivers can use the recommendations to adjust the speed of the train in order to avoid having to stop for signals. As part of this, real-time information for a proactive driving style is automatically calculated by the DB Netz AG control centre and transmitted to the driver's dis-

play. For example, this information might be “Coast from ... to ...” or “drive x km/h slower than permitted from ... to ...”.

The Green Functions of Train Movement Control include the functions “TMC scheduled run” and “TMC Resched-uled Run”

“TMC Scheduled Run” helps to save energy by avoiding ahead of schedule runs and keeping trains on plan.

“TMC Rescheduled Run” helps to save energy by avoiding braking and unnecessary stops when following trains or via energy-efficient train driving when stopping for signals. TMC Rescheduled Run is used if the situation is clear from a dispatching perspective.

5.5.9 Key Management Centre (KMC)

DB Netz AG offers Applicants or involved RUs the management of cryptographic ETCS keys in the form of a Key Management Center (KMC).

The use of DB Netz AG train lines equipped with ETCS (European Train Control System) level 2 requires crypto-graphic keys (K-KMCs) for exchanging data between ETCS centres (RBCs) and ETCS on-board units (OBUs). These K-KMCs are supplied by DB Netz AG and must be managed by the Applicants or the involved RUs in a home KMC. DB Netz AG provides the platform for the home KMC and assumes responsibility for all management tasks involved, such as the request, registration, storage, distribution, exchange and cancellation of cryptographic keys.

5.5.10 Network Traffic-Regulation Control System for the Customer

DB Netz AG offers Applicants or involved RUs the LeiDis-NK information system. LeiDis-NK provides the user with the current operational view of their trains visualised in real time. LeiDis-NK is available in a basic or premium version. The difference lies in the range of applications and in their respective use. The first user account on the LeiDis-NK basic version is provided free of charge to Applicants or involved RUs that have applied to DB Netz AG for the train paths and that are operational. If the Applicant or involved RU requires additional user accounts and/or the use of the LeiDis-NK premium version, this must be acquired additionally for a charge.

5.5.11 Live Maps

DB Netz AG offers Applicants or involved RUs the DB LiveMaps information system. DB LiveMaps is an applica-tion that allows German rail transport operations to be viewed in a near real-time, map-based format. The application features a dynamic map (LiveMap) on which all train movements on the German rail network can be seen in near real-time. Applicants or involved RUs can use the application to track the positions and movements of their own trains and trains authorised by third parties or trains in local rail passenger transport and long-distance rail passenger transport. The application is accessible on many different platforms (smartphone/tablet apps, web browsers, desktop monitors).

5.5.12 Data acquisition licence

DB Netz AG offers Applicants or involved RUs a data acquisition licence. Train movement information is transmitted electronically in real time via a data interface in the form of unitary and standardised UIC data telegrams. Obtaining a data acquisition licence gives the Applicant or involved RU the right to “dock” into this interface.

5.5.13 Statistics

DB Netz AG offers statistics to Applicants or involved RUs. The process analysis control system is used to retrospectively evaluate the train movement information available to DB Netz AG and prepare it in the form of statistics for the Applicant of involved RU.

5.5.14 Train path diagrams

DB Netz AG offers Applicants or involved RUs a graphical representation of the working timetable (including the most recent additions) in the form of train path diagrams. These detail the paths contained in a portion of line in the form of time-distance diagrams and simplify time interval planning for the Applicant. Depending on its scope, a train path diagram can cover several pages.

Product information and sample contracts are published online:

www.dbnetze.com/nebenleistungen

These are not part of the Network Statement.

More information is available from the Regional Units at:

www.dbnetze.com/kontakte

6 CHARGING PRINCIPLES

6.0 Definitions

The following definitions apply to chapter 6:

- High-volume border points:

  All border points of DB Netz AG's infrastructure to other countries over which more than 5,250 long-distance passenger trains were driven in the last completed working timetable period prior to the consultation procedure according to section 19(2) ERegG, with border points that were directly adjacent and with mostly the same traffic being grouped together. The high-volume border points can be found in **Annex 6.0.A of the Network Statement**.

- Average speed:

  The result of dividing the train-path kilometres by the scheduled net journey time (journey time without stops at intermediate stations) between two metropolitan stations pursuant to the target timetable, in kph.

$$\text{Average speed} = \frac{\text{Train-path kilometres}}{\text{Net journey time}}$$

- Stopping section:

  Part of a train path between two successive, scheduled passenger services stops. Crossing a border point on DB Netz AG's infrastructure into a foreign country or onto third-party infrastructure is equated to a passenger services stop.

- Shortest route

  The shortest route is calculated for the infrastructure available on the first day of service ordered and shown on the ISR pursuant to section 3.3 of the Network Statement between the first and last operating control point ordered ie insofar as multiple service days are ordered, then the shortest route is not calculated for a specific day. The route is determined solely on DB Netz AG's infrastructure. Line sections not operated by DB Netz AG are circumvented. If the starting point or end point of the train path is not on DB Netz AG`s network, the relevant operating control point of the entry or exit point is chosen which results in the shortest route on the DB Netz AG network.

  Infrastructure is only considered for the shortest route if it is suitable for the type of traction ordered pursu-ant to the ISR. Infrastructure is not considered if the type of transport is not permitted to use it. For all lines, the ISR contains the types of transport which are allowed to travel thereon in each case, see www.dbnetze.com/isr.

  When selecting the shortest route, changes of direction on the route receive an additional 25 train path km. The shortest route is selected across the length of the route that has been determined. The length of the route without the aforementioned additions is relevant for determining charges.

- Load run:

  A passenger train run which is approved for use by passengers on a section of train path.

- Metropolitan stations:

  All stations in 2015 with daily passenger volumes of at least 50,000 people using public-sector passenger rail services. The passenger volume is calculated by DB Station & Service from the figures to be transmitted by the Applicant for the individual stations. The metropolitan stations and their operating control points within the meaning of this Network

Statement can be found in **Annex 6.0.B of the Network Statement**. Thereafter, the list of metropolitan stations relevant in the context of this Network Statement is updated every fifth timetable year, with the first time being the 2023 working timetable using data from 2020.

- Relation:

Connection between the starting location and destination, regardless of the actual train route.

- Target timetable:

The geographical and temporal position of the train path, as agreed between DB Netz AG and Applicants pursuant to section 20 (1) ERegG.

- Train-path section:

Part of a train path.

- Type of transport:

Type of transport is used as a synonym for transport service pursuant to section 36 (2) ERegG.

- Wagon-train weight:

Weight of the train without a traction unit.

- Train rake:

Length of a train without a traction unit.

- Train path:

The proportion of the infrastructure capacity of DB Netz AG needed to run a train between two places (starting location and destination) over a given period (section 1 (20) ERegG).

6.1 Charging principles for minimum access package

The relevant train-path charge for the minimum access package is calculated using the train-path kilometres in the relevant market segment multiplied by the relevant charge for the minimum access package in this market segment.

$$\text{Train-path charge} = \sum_{i} \text{Charge for minimum access package}_{i} * \text{train-path kilometres}_{i}$$

The charge for the minimum access package per market segment comprises the direct costs of train operation per market segment, and a surcharge to cover the full costs (full-cost surcharge) according to the relative viability of the relevant market segment as well as possible additional elements.

$$\text{Charge for minimum access package}_{i} = uKZ_{i} + VKA_{i} +/- wE$$

The calculation of the charge is based in principle on the contractually agreed train-path kilometres. For market segments with the suffix “R-Flex”, the length of the shortest route in kilometres for the agreed relation is used as a basis for the train-path kilometres pursuant to section 6.2.1.4.9 of the Network Statement and, for diversions due to construction work in the rail freight transport sector, pursuant to section 6.4.1 of the Network Statement.

6.1.1 Principles of market segmentation

The starting point for the underlying train-path charges are the market segments identified by DB Netz AG on the basis of rail transport services.

The decisive factor for market-segment allocation is the target timetable. Where there are supplementary timetables, it is only possible in the offer to make a preliminary and limited segment allocation for the train-path section covered by the supplementary timetable. The final segment allocation, including all of the train path allocated to the train number, only occurs on the account statement. In this case, only the allocation on the account statement is relevant.

6.1.2 Differentiation of transport services

The train-path application must state whether the train path relates to long-distance passenger rail services, local passenger rail services or freight rail services.

6.1.2.1 Rail freight transport services (SGV)

For the purposes of this Network Statement, freight rail services are all services that exclusively transport freight nationally and/or internationally. Freight Lokfahrts, measurement runs and construction machinery runs are allocated to freight rail services.

If the service is conveying both freight and passengers simultaneously, then this train is a passenger rail service under section 6.1.2.2 of the Network Statement. By way of derogation from the above, military trains fall under freight rail services when conveying passengers and accompanying combined service trains which, with the exception of passenger wagons for the transport of truck drivers, are used exclusively to convey complete trucks or rolling roads.

6.1.2.2 Passenger rail services

For the purposes of this Network Statement, passenger rail services are all services that, at a minimum, also transport passengers nationally and/or internationally or fulfil a preliminary function therefor.

Passenger rail services are to be broken down into long-distance passenger rail services and local passenger rail services. There are considerable differences between these two passenger rail services with regards the costs of providing the transport services, their market prices for end customers and their requirements in terms of quality of service.

6.1.2.2.1. Local passenger rail services (SPNV)

Local passenger rail services for the purposes of this Network Statement predominantly convey passengers on urban, suburban or regional services.

Services connecting two metropolitan stations with an average speed of at least 130 kph are not providing urban, suburban or regional services.

In cases of doubt, transport on all other stopping sections is providing an urban, suburban or regional service if a train is mainly conveying passengers whose journey distance does not exceed 50km or whose journey time does not exceed an hour. See the following section 6.1.2.2.2 of the Network Statement on the allocation of train paths that serve both local passenger rail services and long-distance passenger rail services.

If there is doubt whether the journey distance of 50 kilometres or the journey time of one hour is being exceeded in the majority of cases, then DB Netz AG is entitled to request evidence from a competent authority of local passenger rail services within the meaning of section 1(2) of the Regionalisation Act of entrustment with public passenger services that are subject to public-sector obligations or to ask for the submission of a representative survey, paid for by the Applicant and satisfying recognised economic standards, of journey distances on the basis of tickets or duration of the instances of conveyance on the basis of traffic-flow monitoring per stopping section. For new services, an appropriate market study may be submitted in place of a survey of

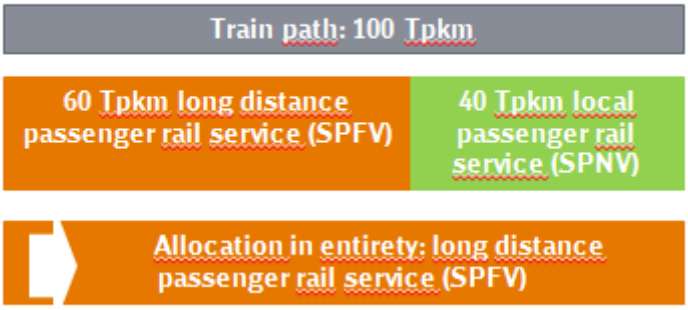
journey distances. The deadlines under sections 4.2.1.1 and 4.2.2.2 of this Network Statement apply to these submissions accordingly.

6.1.2.2.2. Long-distance passenger rail services (SPFV)

For the purposes of this Network Statement, long-distance passenger rail services include train paths used for the conveyance of passengers and which are not local passenger rail services. Additionally, all train paths in the Charter/Nostalgia market segment (section 6.2.1.2.7 of the Network Statement) are allocated to long-distance passenger rail services, regardless of their length.

6.1.2.3 Allocation

Train paths must be allocated to either long-distance passenger rail services or local passenger rail services in their entirety. If it were the case that one stopping section of a train path should be allocated to long-distance passenger rail services and another to local passenger rail services, then the train path is allocated to the service that constitutes the main part in terms of train path kilometres. The following graphic provides an example of this.



If the stopping sections for long-distance passenger rail services and local passenger rail services are equal in length, then the train path is allocated to local passenger rail services.

6.1.3 Segmentation criteria

The market segments are derived on the basis of the following segmentation criteria.

Rail freight transport	Local passenger rail services	Long-distance passenger rail services
		
▪ Nature of transport (train weight, dangerous goods, train rakes and train path lengths) ▪ Flexibility ▪ Prioritisation	▪ Federal state	▪ Relation ▪ Service time ▪ Average speed ▪ Prioritisation ▪ Temporal flexibility ▪ Connections/network connection ▪ Frequency
▪ Preliminary service	▪ Preliminary service	▪ Nature of transport (e.g. operating concept, hist. traction unit classes, status of a non-profit association) ▪ Preliminary service

Annex 6.1 of the Network Statement sets out in detail how the segmentation criteria are derived.

6.1.4 Principles of calculating costs that incurred as a direct result of train operation

To calculate the costs incurred as a direct result of train operation, there is an investigation into whether a change in the volume of traffic results in a change in the service to be rendered by DB Netz AG and thus in the costs. Thereafter, an analysis is carried out as to the extent to which changing the service to be rendered by DB Netz AG causes a change in the costs.

It is possible to determine a correlation between traffic volumes and costs incurred by DB Netz AG for the following cost pools:

- Timetable cost pool,
- Operation cost pool,
- Track Maintenance cost pool,
- Track Depreciation cost pool.

Annex 6.1 of the Network Statement contains an extensive description of the calculation of the costs incurred as a direct result of train operation.

6.1.5 Principles for the full-cost mark-up in accordance with the relative viability of the market segment concerned

The charge for the minimum access package contains a mark-up per market segment in order to accommodate the costs incurred as a direct result of train operation. This mark-up contributes to covering the total fixed costs incurred in providing the minimum access package. They are allocated between the market segments on the basis of relative viability.

Annex 6.1 of the Network Statement contains an extensive description of the calculation of the full-cost mark-ups.

6.1.6 Principles of the additional charge components

6.1.6.1 New service discount

In order to promote new services, time-limited discounts are granted on charges.

6.1.6.2 Noise-related charge component

On the basis of EU Regulation 2015/429 of 13 March 2015 setting out the modalities to be followed for the application of the charging for the cost of noise effect, the train-path charge includes a component that accounts for noise-related effects of train operation for all market segments falling under freight rail services with the exception of the market segment Lokfahrt pursuant to section 6.2.1.4.4 of the Network Statement.

This excludes wagons for which no composite brake blocks are available that are equivalent to TSI freight wagons and that can be directly installed on the wagons without further modification to the brake system (Directive 2015/429/EU of 13 March 2015).
Consequently, this restriction applies to all wagons that satisfy at least one of the following criteria:

- Wagons with a maximum speed >120kph,
- Maximum axle load >22.5t,
- Wheels with a nominal diameter of <920mm or >1000mm,

- Brake pads of a type other than Bg (split) or Bgu (split, segmented),
- Dynamic force per brake pad for Bg <6 oder >30kN, for Bgu von <6 or >50kN,
- Brake weight [t] >15.25t per wheel set,
- Wagons with tyred wheels,
- Wagons with a maximum speed of 120 kph (marked “ss”).

The noise-related effects are considered such that loud freight trains of the aforementioned market segments must pay a surcharge on the train-path price. A train is deemed to be loud where more than 10 percent of it consists of loud wagons ie there is no explicit wagon-related calculation carried out, rather the overall train composition is considered. A wagon is deemed to be loud if it does not satisfy the limits listed in the TSI related to noise (Regulation 1304/2014/EU of 26 November 2014). In this way, the noise-related effects of the relevant train run are considered.

The revenues generated from this component and any interest revenues generated therefrom are used entirely to incentivise railway companies with a bonus to deploy upgraded freight wagons and thus to make an additional contribution.

Noise-reducing technologies are those that permanently comply with the limits of the TSI related to noise (Regulation 1304/2014/EU of 26 November 2014). The bonuses are paid for individual modified freight wagons since the explicit goal is to promote the upgrade and deployment of individual freight wagons. The size of the bonuses is measured so as to account for the additional costs of modification incurred by the wagon owners and the additional costs for the RUs arising herefrom and to compensate these as much as possible. The incentive is intended to ensure that as many as possible of the wagons deployed on the rail network of DB Netz AG are upgraded by 2020.

6.1.6.3 Movements outside line operating hours

For movements outside of line operating hours, the charge is calculated according to the expense incurred by DB Netz AG as a result of these movements.

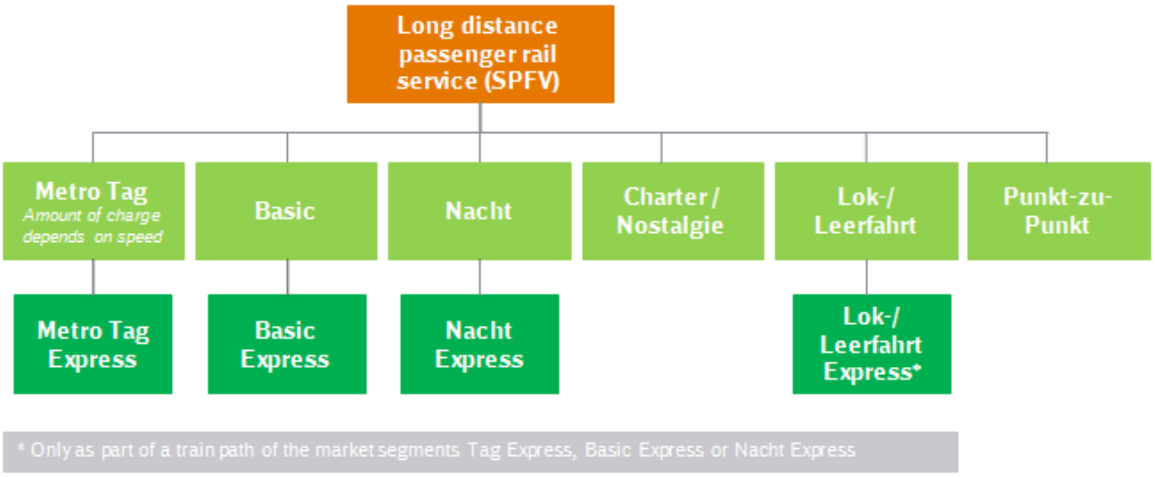
6.2 Charging system

6.2.1 Minimum access package

6.2.1.1 Market segments

Based on the transport categories of long-distance passenger rail services, local passenger rail services and freight rail services, the market segments shown below were formed using the criteria described in **Annex 6.1 of the Network Statement**.

6.2.1.2 Market segments in the long-distance passenger rail services sector



Changing between the individual market segments on one train path is permissible with the exception of the special provision for market segments with the suffix “Express”, pursuant to section 6.2.1.2.11.

The market segments for long-distance passenger rail services are defined as follows:

6.2.1.2.1. Metro Tag (Metro day)

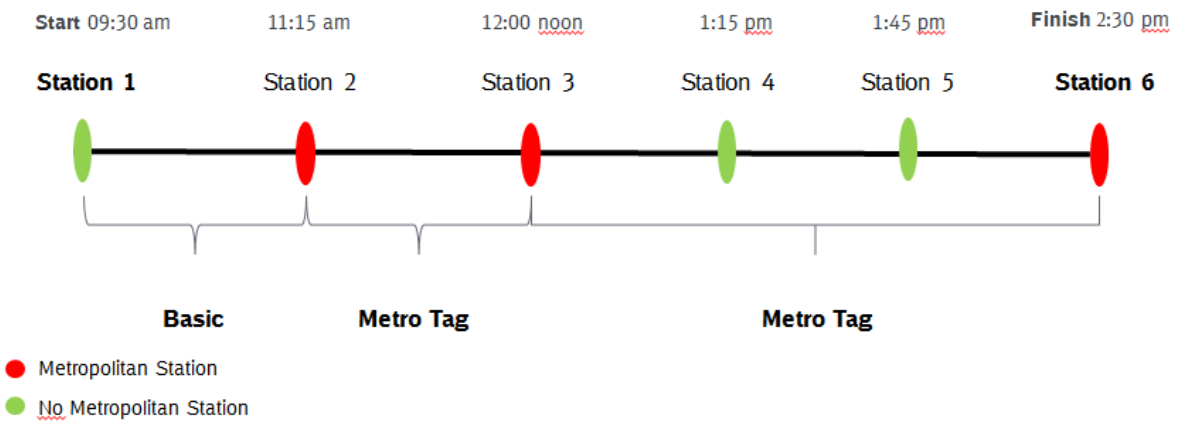
The “Metro Tag” market segment covers all train-path uses falling under long-distance passenger rail services which

- run between at least two metropolitan stations and/or high-volume border points (geographical criterion) and
- run from Monday to Friday with the exception of national holidays in the period from 6am to 8pm and from Saturday to Sunday and on national holidays from 9am to 8pm (time criterion),

unless these involve the market segments Charter/Nostalgie (charter/nostalgia services), Punkt-zu-Punkt (point-to-point) or Lok- / Leerfahrt (locomotive and empty runs).

Geographical criterion

For train paths that comprise passenger services stops at a minimum of two metropolitan stations, the train-path section between the first and the last metropolitan station is recorded. An example of this allocation is shown in the following graphic.



Passing through a high-volume border point is considered equivalent to a passenger services stop at a metropolitan station.

With regards the geographical criterion, two or more connected train paths are considered to be one train path provided the train runs associated with the use of the two train paths can be used by end customers without the need to change trains.

Time criterion

All stopping sections are recorded from Monday to Friday with the exception of national holidays in the period from 6am to 8pm and from Saturday to Sunday and on national holidays from 9am to 8pm,

Beyond this, stopping sections that satisfy the geographical criterion but cannot be entirely allocated to the afore-mentioned period are recorded proportionally as follows:

The Metro Tag segment includes the train-path kilometres of the stopping section (train-path section in the time period) produced by the total length of the stopping section and the proportion of the journey time in the aforementioned periods. The proportion of the journey time is calculated using the relationship between the journey time in the period and the total journey time in the stopping section.

The following formulae apply to the periods:

- from Monday to Friday from 6am to 8pm:

$$\text{train-path section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journes time}_{\text{total stopping sectiont}}} * \text{length of route}_{\text{total stopping sectiont}}$$

- Saturday and Sunday and on national holidays between 9am and 8pm

$$\text{train-path section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journes time}_{\text{total stopping sectiont}}} * \text{length of route}_{\text{total stopping sectiont}}$$

Example:

Parameters:

- *Stopping section between two passenger services stops: 300 train path km (Tpkm)*
- *Total journey time: 180 min*
- *120 minutes journey time between 6am and 8pm (target timetable)*

Calculation:	$\textit{train-path section}_{\textit{in the period}} = \frac{120\ \textit{minutes}}{180\ \textit{minutes}} * 300\ \textit{Tpkm} = 200\ \textit{Tpkm}$
Result:	*According to the above, 200 train path km are to be allocated to the Metro Tag market segment.*

Price calculation

In addition, the charge differs depending on the average speed, commercially rounded to whole kph, between two successive metropolitan stations and/or high-volume border points. For average speeds up to and including 100kph (Metro Tag Min charge) and for 160kph and above (Metro Tag Max charge), one charge is levied in each case. The following formula is used to price average speeds of greater than 100kph and up to 160kph (Metro Tag Mid charge):

$$\text{Charge}_{\text{Metro Tag Mid}} = \text{Charge}_{\text{Metro Tag Min}} + (V-100) \times \frac{Charge_{Metro\ Tag\ Max} - Charge_{Metro\ Tag\ Min}}{60}$$

The charge produced by the formula is commercially rounded to whole cents.

6.2.1.2.2. Metro Tag Express (Metro Day Express)

In the “Metro Tag” market segment, the Applicant may allocate itself to the “Metro Tag Express” market segment (very high priority).

See section 6.2.1.2.11 for remarks on this market segment and the application procedure.

6.2.1.2.3. Basic

The Basic market segment covers all train-path uses falling under long-distance passenger rail services which either

Scenario 1

- do not run between two metropolitan stations and/or high-volume border points (geographical criterion) and
- run from Monday to Sunday including national holidays in the period from 6am to 11pm (Time criterion),

unless these involve the marked segments Charter/Nostalgie (charter/nostalgia), Punkt-zu-Punkt (point-to-point) or Lok- / Leerfahrt (locomotive and empty runs),

or

Scenario 2

- run as long-distance passenger rail service trains from Monday to Sunday including national holidays in the period from 8pm to 11pm (Time criterion) and on Saturdays and Sundays and national holidays in the period from 6am to 9am (Time criterion).

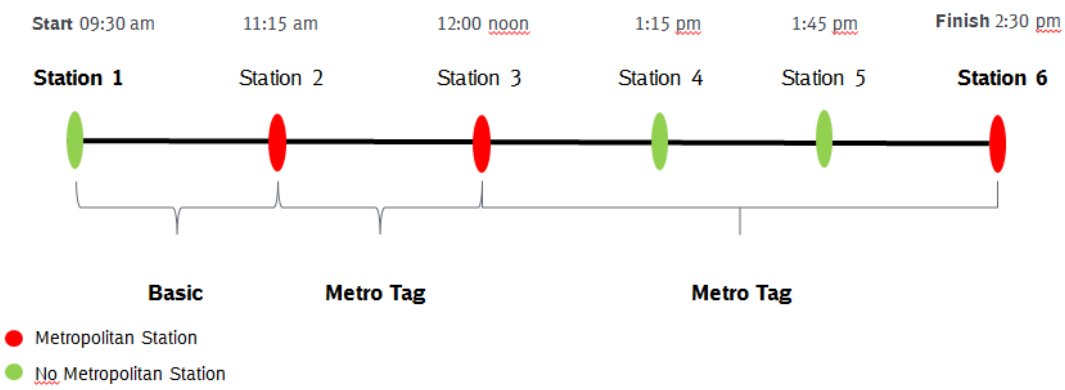
unless these involve the market segment charter/nostalgia, point-to-point or locomotive and empty runs.

Scenario 1

Scenario 1 geographical criterion

Geographically, all train paths are included that comprise a maximum of one passenger services stop at a metropolitan station. Passing through a high-volume border point is considered equivalent to a passenger services stop at a metropolitan station.

In addition, for train paths that comprise more than one passenger services stop at a metropolitan station, the train-path sections before the first metropolitan station and after the last metropolitan station are recorded.



Scenario 1 Time criterion

All stopping sections from Monday to Sunday in the period from 6am to 11pm are recorded.

Beyond this, stopping sections that satisfy the geographical criterion but cannot be entirely allocated to the afore-mentioned period are recorded proportionally as follows:

The Basic segment includes the train-path kilometres of the stopping section (train-path section in the time period) produced by the total length of the stopping section and the proportion of the journey time in the aforementioned periods. The proportion of the journey time is calculated from the relationship between the journey time in the period and the total journey time in the stopping section.

The following formula applies to the period from:

- Monday to Friday from 6am to 11pm:

$$\text{train-path section}_{\text{in period}} = \frac{journey\ time_{\text{in period}}}{jounrey\ time_{\text{total stopping section}}} * \text{length of route}_{\text{total stopping sectiont}}$$

Example:	
Parameters:	*Stopping section between two passenger services stops: 300 train path km* *Total journey time: 180 min* *120 minutes journey time between 6am and 11pm (target timetable)*
Calculation:	$\textit{train-path section}_{\textit{in period}} = \frac{120\ \textit{ninutes}}{180\ \textit{minutes}} * 300\ \textit{Tpkm} = 200\ \textit{Tpkm}$
Result:	*According to the above, 200 train path km are to be allocated to the Basic market segment.*

Scenario 2

Scenario 2 geographical criterion:

All train-path sections are recorded, regardless of whether they connect metropolitan stations and/or border points and/or other passenger services stops.

Scenario 2 Time criterion

All stopping sections are recorded from Monday to Sunday including national holidays in the period from 8pm to 11pm and from Saturday to Sunday and on national holidays from 6am to 9am.

Beyond this, stopping sections that satisfy the geographical criterion but cannot be entirely allocated to the afore-mentioned period are recorded proportionally as follows:

The Basic market segment includes the train-path kilometres of the stopping section (train-path section in the time period) produced by the total length of the stopping section and the proportion of the journey time in the aforementioned periods. The proportion of the journey time is calculated from the relationship between the journey time in the period and the total journey time in the stopping section.

The following formulae apply to the periods from:

- Monday to Sunday including national holidays from 8pm to 11pm:

$$\text{train-path section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journes time}_{\text{total stopping sectiont}}} * \text{length of route}_{\text{total stopping sectiont}}$$

- Saturday and Sunday and on national holidays between 6am and 9am:

$$\text{train-path section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journes time}_{\text{total stopping sectiont}}} * \text{length of route}_{\text{total stopping sectiont}}$$

Example:	
Parameters:	▮ *Stopping section between two passenger services stops: 300 train path km* ▮ *Total journey time: 180 min* ▮ *120 minutes journey time between 6am and 9am on Sunday (target timetable)*
Calculation:	$\textit{train-path section}_{\textit{in period}} = \frac{120\ \textit{ninutes}}{180\ \textit{minutes}} * 300\ \textit{Tpkm} = 200\ \textit{Tpkm}$
Result:	*According to the above, 200 train path km are to be allocated to the Basic market segment.*

6.2.1.2.4. Basic Express

In the Basic market segment, the Applicant may allocate itself to the “Basic Express” market segment (very high priority).

See section 6.2.1.2.11 for remarks on this market segment and the application procedure.

6.2.1.2.5. Nacht (Night)

The market segment “Nacht” comprises all long-distance passenger rail services which either

- run in the period between 11pm and 6am (Time criterion), or
- run completely, including any non-German sections of the train run, during the period between 11pm and 6am without commercial stop, extended by the first stop prior to the night period and after the night period.

unless these involve the market segments Charter-/Nostalgie (charter/nostalgia) or Lok-/Leerfahrt (locomotive and empty runs). If the path is subject to the second alternative of the first sentence, it has also to be allocated to the night market segment (priority criterion) if it fulfills the criteria of other time-related market segments.

Time criterion

All stopping sections in the period from Monday to Sunday between 11pm and 6am are recorded.

Beyond this, stopping sections that satisfy the geographical criterion but cannot be entirely allocated to the afore-mentioned period are recorded proportionally as follows:

The market segment "Nacht" includes the train-path kilometres of the stopping section (train-path section in the time period) produced by the total length of the stopping section and the proportion of the journey time in the aforementioned periods. The proportion of the journey time is calculated from the relationship between the journey time in the period and the total journey time in the stopping section.

The following formula applies to the period from:

- Monday to Sunday from 11pm to 6am:

$$\text{train-path section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journes time}_{\text{total stopping sectiont}}} * \text{length of route}_{\text{total stopping sectiont}}$$

Example:	
Parameters:	- Stopping section between two passenger services stops: 300 train path km - Total journey time: 180 min - 120 minutes journey time between 11pm and 6am (target timetable)
Calculation:	$\textit{train-path section}_{\textit{in period}} = \frac{120\ \textit{ninutes}}{180\ \textit{minutes}} * 300\ \textit{Tpkm} = 200\ \textit{Tpkm}$
Results:	*According to the above, 200 train path km are to be allocated to the market segment Nacht.*

6.2.1.2.6. Nacht Express (Night Express)

In the market segment "Nacht", the Applicant may allocate itself to the „Nacht Express" market segment (very high priority).

See section 6.2.1.2.11 for remarks on this market segment and the application procedure.

6.2.1.2.7. Charter/ Nostalgie (Charter/ Nostalgia)

"Charter" are train path usages in the long-distance passenger rail services sector independent of temporal and geographical criteria that are offered for a particular purpose that is the same for and commonly pursued by all participants. Interim stops are for only either boarding (OB (NE)) or leaving (OL (NA)) the train or those which occur due to driver recuperation (DR (LE)) or a change of personnel (CP (PW)). It is not a charter service if the relation is served by the Applicant more than 30 times in the timetable period. The offer for a charter service is subject to this condition. If the relation is in fact served more than 30 times, the train paths concerned and the train paths previously assigned to this service will be retroactively assigned on the timetable to other market segments in the long-distance passenger rail services segment in accordance

with the applicable provisions. The corresponding train path charge will subsequently be requested.

“Nostalgie” are train path uses in the long-distance passenger rail services sector for which:

- steam is used to drive the traction unit; or
- a traction unit is employed that was first authorised for use more than 50 years prior to the beginning of the 2018 timetable period according to the national vehicle register; or
- where the tax office has acknowledged that the Applicant has satisfied the requirements under section 52(1) of the German Fiscal Code (AO). At the latest, the notification from the tax office must be presented to DB Netz AG as part of the train-path application.

The market segment Charter/Nostalgie in the long-distance passenger rail services sector may only be registered under ad-hoc services, observing the deadlines for particularly extensive processing pursuant to section 4.2.2.4 of the Network Statement. If there is a working timetable application, this is first processed in ad-hoc services.

The train-path application must state whether the long-distance passenger rail service ordered is Charter/Nostalgie. If this does not occur, the service is allocated to the market segments of the long-distance passenger rail services sector pursuant to the geographical and temporal criteria.

6.2.1.2.8. Punkt-zu-Punkt (Point-to-point)

The market segment “Punkt-zu-Punkt” comprises all train path usage between 6am and 11pm that satify the following criteria:

Time criterion

All stopping sections in the period from Monday to Sunday between 6 am and 11 pm are recorded.

Beyond this, stopping sections that satisfy the geographical criterion but cannot be entirely allocated to the afore-mentioned period are recorded proportionally as follows:

The market segment Punkt-zu-Punkt-Verkehr includes the train-path kilometres of the stopping section (train-path section in the time period) produced by the total length of the stopping section and the proportion of the journey time in the aforementioned periods. The proportion of the journey time is calculated from the relationship between the journey time in the period and the total journey time in the stopping section.

The following formula applies to the period from:

- Monday to Sunday from 6am to 11pm:

$$\text{train-path section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journes time}_{\text{total stopping sectiont}}} * \text{length of route}_{\text{total stopping sectiont}}$$

Example:

Parameters:

- Stopping section between two passenger services stops: 300 train path km
- Total journey time: 180 min
- 120 minutes journey time between 6am and 11pm (target timetable)

Calculation:	$\text{train-path section}_{\text{in period}} = \frac{120 \text{ ninutes}}{180 \text{ minutes}} * 300 \text{ Tpkm} = 200 \text{ Tpkm}$
Result:	*According to the above, 200 train path km are to be allocated to the market segment Punkt-zu-Punkt.*

Speed criterion

- When running between metropolitan stations, they may only travel in line sections linking two adjacent metropolitan stations at an average speed of less than 130kph, pursuant to the target timetable. Line sections linking two adjacent metropolitan stations at an average speed of at least 130kph, pursuant to the target timetable, have to be allocated to other market segments of the SPFV (long-distance passenger rail service). Where no metropolitan stations are being linked, no average speed is stipulated for the market segment Punkt-zu-Punkt; and

Point-to-point criterion

They may also:

- not feature any ordered connections at any of the passenger services stops served; and
- in relation to a train-path application for the working timetable, grant temporal design-tolerance flexibility within the meaning of section 4.2.1.6 of the Network Statement of +/- 30 minutes in relation to the departure and arrival time ie total design tolerance of 60 minutes.

The train-path offer for the market segment Punkt-zu-Punkt is conditional on the ordering RU or another RU that, amongst other things, accepts the same long-distance tickets as the ordering RU, registers a maximum of 4 runs for this type of transport per day of service and direction in each of the stopping sections ordered. If it is apparent at the time of billing that this condition has not been satisfied, all runs for the relevant day of service will be allocated to the other market segments in the long-distance passenger rail services sector and billed.

The conditions described for the criteria Punkt-zu-Punkt and temporal flexibility must apply to the entirety of the ordered route. Otherwise, this service must be allocated to the other market segments in the long-distance passenger rail services sector.

An order on the working timetable and ad-hoc services is possible.

The train-path application must state whether the long-distance passenger rail service ordered is point-to-point. If this does not occur, the service is allocated to the market segments of the long-distance passenger rail services sector pursuant to the geographical and temporal criteria.

Temporal flexibility criterion

When a train is ordered in the market segment, Punkt-zu-Punkt temporal design-tolerance flexibility within the meaning of section 4.2.1.6 of the Network Statement is granted for the corresponding train path of +/- 30 minutes in relation to the departure and arrival time and the time of every stop ordered by the customer for the entire train route total design tolerance of 60 minutes. This also applies to train-path applications in relation to rail infrastructure capacity guaranteed by framework agreements, even if the scope established therein would be exceeded by design tolerance. The provision of section 4.4.4 of the Network Statement applies to safeguarding the contractually guaranteed capacity.

6.2.1.2.9. Lok-/Leerfahrt (Locomotive/Empty Runs)

Irrespective of temporal and geographical criteria, the market segment “Lok/Leerfahrt” comprises all train path usage in the long-distance passenger rail services sector which is not approved for use by passengers (keine Lastfahrt (not a load run)).

The train-path application must state whether the long-distance passenger rail service ordered is Lok-/Leerfahrt. If this does not occur, the service is allocated to the market segments of the long-distance passenger rail services sector pursuant to the geographical and temporal criteria.

6.2.1.2.10. Lok-/Leerfahrt Express (Locomotive/Empty Run Express)

Insofar as a Lok-/Leerfahrt run is part a train path in the Metro Tag Express, Basic Express or Nacht Express market segments, then it must also be allocated to the Lok-/Leerfahrt Express market segment.

See section 6.2.1.2.11 for remarks on this market segment and the application procedure.

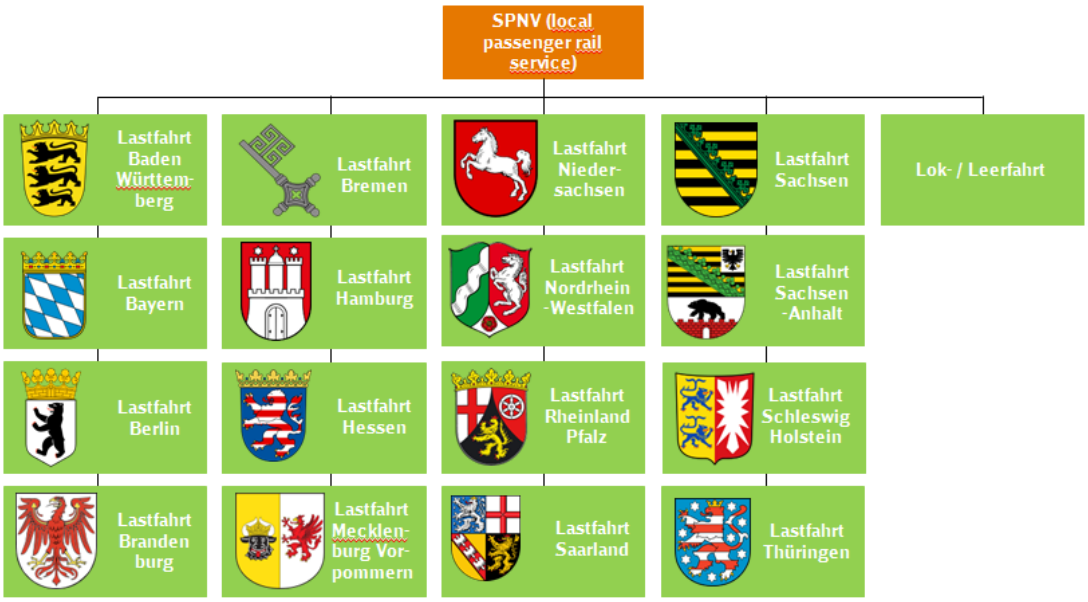
6.2.1.2.11. Market segments with the suffix "Express"

Applicants themselves decide whether a train path is allocated to one of the market segments described above with the suffix "Express". This must be stated in the train-path application. However, the train path can only be allocated in its entirety.

In market segments with the suffix "Express", trains of the long-distance passenger rail services sector are generally given priority in traffic management over all trains pursuant to Guideline 420.0201 (see Annex 2.4.2 of the Network Statement) with the exception of urgent rescue trains and other trains in the long-distance passenger rail services sector with the suffix "Express".

These market segments are available on both the working timetable and ad-hoc services.

6.2.1.3 Market segments in the local passenger rail services sector (SPNV)



The market segments for local passenger rail services are defined as follows:

6.2.1.3.1. Schienenpersonennahverkehr Lastfahrt (Load runs in the local passenger rail services sector)

Pursuant to section 37 ERegG, sixteen market segments have been established for load runs in the local passenger rail services sector. Each of these market segments corresponds geographically to a German federal state.

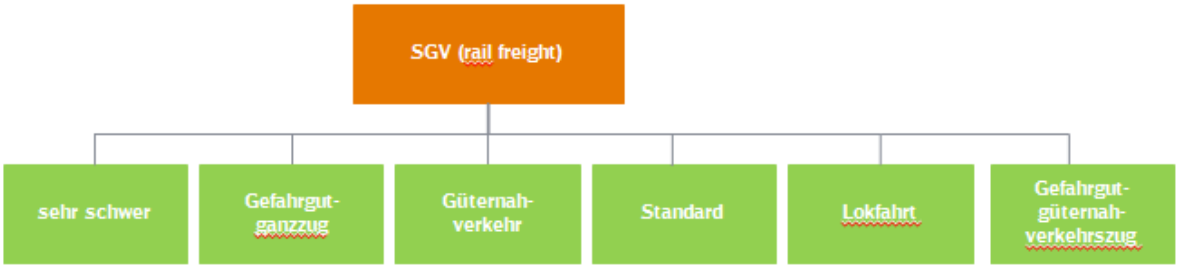
If the local passenger rail service ordered is a public passenger service that is subject to public-sector obligations, this must be stated in the train-path application.

6.2.1.3.2. Lok-/Leerfahrt (Locomotive/empty runs)

The “Lok-/Leerfahrt” market segment comprises all train path usage in the local passenger rail services sector which is not planned and approved for use by passengers (keine Lastfahrt (not a load run)).

The train-path application must state the extent to which the local passenger rail service ordered is a Lok-/Leerfahrt. If this does not occur, the service is allocated to the market segments of the local passenger rail services sector as a load run pursuant to the geographical criteria.

6.2.1.4 Market segments in the rail freight sector (SGV)



Additional freight rail segments are produced by combining the aforementioned segments with particular planning or operational characteristics.

The planning characteristics are:

The planning characteristics “Z-Flex” and “R-Flex” can be combined with each of the aforementioned segments except for “Lokfahrt”.

The operational characteristics are:

The operational characteristics “Express” and „Schnell“ (Fast) can be combined with each of the aforementioned segments except for “Lokfahrt” and „sehr schwer“ (very heavy).

The market segments for freight rail services are defined as follows:

6.2.1.4.1. Sehr schwer (Very Heavy)

The “sehr schwer” market segment comprises all train-path uses where the wagon-train weight exceeds 3000 tonnes.

If a train path with a wagon-train weight of up to 3000 tonnes has been agreed, but the Applicant actually uses the train path with a wagon-train weight of greater than 3000 tonnes, then for this train path it owes an increased train-path charge of twice the charge for the train path in the sehr schwer market segment, unless the Applicant was not responsible for this and proves this to DB Netz AG.

These provisions do not affect changes to or cancellations of the train-path usage agreement with regards train weight. The provisions of section 6.4.8 of the Network Statement apply to the permissibility and pricing of such agreed changes / partial cancellations.

Additional market segments for very heavy trains

- "temporal flexibility" (**sehr schwer Z-Flex**) or
- "geographical flexibility" (**sehr schwer R-Flex**).

See sections 6.2.1.4.8 and 6.2.1.4.9 for remarks on these market segments and the application procedure.

6.2.1.4.2. Gefahrgutganzzug (Dangerous goods block-trains)

The "Gefahrgutganzzug" market segment comprises all train-path usage where the relevant train travels further than 75 km on a train path, has a rake of more than 370 metres, thewagon-train weight of up to 3000 tonnes is not exceeded and in which are transported only dangerous goods according to the Dangerous Goods Conveyance Act and GGVSEB regulation based thereon (including the RID), see Guideline 402.0202A1, see **Annex 2.4.2 of the Network Statement**.

If a train path has not been agreed for Gefahrgutganzzug, but the Applicant actually uses the train path with a Gefahrgutganzzug, then for this train path it owes an increased train-path charge of twice the charge for the train path in the Gefahrgutganzzug market segment, unless the Applicant was not responsible for this and proves this to DB Netz AG.

These provisions do not affect changes to or cancellations of the train-path usage agreement with regards goods being conveyed. The provisions of section 6.4.8 of the Network Statement apply to the permissibility and pricing of such agreed changes / partial cancellations.

Additional market segments for Gefahrgutganzzug

- "temporal flexibility" (**Gefahrgutganzzug Z-Flex**) or
- "geographical flexibility" (**Gefahrgutganzzug R-Flex**)
- "very high priority" (**Gefahrgutganzzug Express**) or
- "high priority" (**Gefahrgutganzzug Schnell**)
- "temporal flexibility" and "very high priority" (**Gefahrgutganzzug Z-Flex Express**)
- "geographical flexibility" and "very high priority" (**Gefahrgutganzzug R-Flex Express**)
- "temporal flexibility" and "high priority" (**Gefahrgutganzzug Z-Flex Schnell**)
- "geographical flexibility" and "high priority" (**Gefahrgutganzzug R-Flex Schnell**)

See sections 6.2.1.4.6, 6.2.1.4.7, 6.2.1.4.8 and 6.2.1.4.9 for remarks on these market segments and the application procedure.

A Gefahrgutganzzug must be identified as such in the train-path application pursuant to section 4.7.2 of the Network Statement.

6.2.1.4.3. Güternahverkehr (Local freight trains)

The "Güternahverkehr" market segment comprises all train path usage where the relevant train travels no further than 75 km on a train path, has a maximum rake of 370 metres, weighs no more than 3000 tonnes and does not exclusively transport dangerous goods (see 6.2.1.4.2).

Train paths for local freight services may not be ordered geographically adjacently within four hours of one another, unless this involves a return run on the identical route to the original starting point or "comprehensive train-handling" has taken place.

If a train path has not been agreed for Güternahverkehr, but the Applicant actually uses the train path with a train rake of more than 370 metres, then for this train path it owes an increased train-path charge of twice the charge for the train path in the "Standard" market segment, unless the Applicant was not responsible for this and proves this to DB Netz AG.

These provisions do not affect changes to or cancellations of the train-path usage agreement with regards train rake. The provisions of section 6.4.8 of the Network Statement apply to the permissibility and pricing of such agreed changes / partial cancellations.

Additional market segments for Güternahverkehr

- "temporal flexibility" (**Güternahverkehr Z-Flex**) or
- "geographical flexibility" (**Güternahverkehr R-Flex**)
- "very high priority" (**Güternahverkehr Express**) or
- "high priority" (**Güternahverkehr Schnell**)
- "temporal flexibility" and "very high priority" (**Güternahverkehr Z-Flex Express**)
- "geographical flexibility" and "very high priority" (**Güternahverkehr R-Flex Express**)
- "temporal flexibility" and "high priority" (**Güternahverkehr *Z-Flex Schnell***)
- "geographical flexibility" and "high priority" (**Güternahverkehr R-Flex Schnell**)

See sections 6.2.1.4.6, 6.2.1.4.7, 6.2.1.4.8 and 6.2.1.4.9 for remarks on these market segments and the application procedure.

6.2.1.4.3.1. Gefahrgutgüternahverkehrszug (Local freight train for dangerous goods)

The "Gefahrgutgüternahverkehrszug" market segment comprises all train path usage where the relevant train travels no further than 75 km on a train path, has a maximum rake of 370 metres, weighs no more than 3000 tonnes and does exclusively transport dangerous goods (see 6.2.1.4.2).

Train paths for local freight trains for dangerous goods services may not be ordered geographically adjacently within four hours of one another, unless this involves a return run on the identical route to the original starting point or "comprehensive train-handling" has taken place.

If a train path has been agreed for a Gefahrgutgüternahverkehrszug, but the Applicant actually uses the train path with a train rake of more than 370 metres, then for this train path it owes an increased train-path charge of twice the charge for the train path in the "Standard-Zug" market segment, unless the Applicant was not responsible for this and proves this to DB Netz AG.

If a train path has not been agreed for a Gefahrgutgüternahverkehrszug, but the Applicant actually uses the train path with a Gefahrgutgüternahverkehrszug, then for this train path it owes an increased train-path charge of twice the charge for the train path in the "Gefahrgutgüternahverkehrszug" market segment, unless the Applicant was not responsible for this and proves this to DB Netz AG.

These provisions do not affect changes to or cancellations of the train-path usage agreement with regards train rake. The provisions of section 6.4.8 of the Network Statement apply to the permissibility and pricing of such agreed changes / partial cancellations.

Additional market segments for Gefahrgutgüternahverkehrszug

- "temporal flexibility" (***Gefahrgutgüternahverkehr Z-Flex***) or
- "geographical flexibility" (***Gefahrgutgüternahverkehr R-Flex***)
- "very high priority" (***Gefahrgutgüternahverkehr Express***) or

- “high priority” (***Gefahrgutgüternahverkehr Schnell***)
- “temporal flexibility” and “very high priority” (***Gefahrgutgüternahverkehr* Z-Flex Express**)
- “geographical flexibility” and “very high priority” (***Gefahrgutgüternahverkehr* R-Flex Express**)
- “temporal flexibility” and “high priority” (***Gefahrgutgüternahverkehr Z-Flex Schnell***)
- “geographical flexibility” and “high priority” (***Gefahrgutgüternahverkehr R-Flex Schnell***)

See sections 6.2.1.4.6, 6.2.1.4.7, 6.2.1.4.8 and 6.2.1.4.9 for remarks on these market segments and the application procedure.

A Gefahrgutgüternahverkehrszug must be identified as such in the train-path application pursuant to section 4.7.2 of the Network Statement.

6.2.1.4.4. Lokfahrt (Locomotive runs)

The “Lokfahrt” market segment comprises train path usage with locomotives; the train configuration may not consist of any detachable wagons.

Furthermore, construction machinery, including operationally integral, non-detachable components thereof as ancillary vehicles (eg tamping machines, but not with additional wagons) are covered by the market segment if they too are run without detachable wagons.

The train-path application must state whether the freight rail service ordered is a Lokfahrt. If this does not occur, the service is allocated to the other market segments of the freight rail services sector pursuant to the segmentation criteria.

6.2.1.4.5. Standard (Standard)

The “Standard” market segment contains all train path uses which are not covered by segments

- Gefahrgutganzzug,
- Gefahrgutgüternahverkehrszug,
- sehr schwere Züge,
- Güternahverkehr oder
- Lokfahrt

Additional market segments for Standard-Zug

- “temporal flexibility” (**Standard Z-Flex**) or
- “geographical flexibility” (**Standard R-Flex**)
- “very high priority” (**Standard Express**) or
- “high priority” (**Standard Schnell**)
- “temporal flexibility” and “very high priority” (**Standard Z-Flex Express**)
- “geographical flexibility” and “very high priority” (**Standard R-Flex Express**)
- “temporal flexibility” and “high priority” (**Standard Z-Flex Schnell**)
- “geographical flexibility” and “high priority” (**Standard R-Flex Schnell**)

See sections 6.2.1.4.6, 6.2.1.4.7, 6.2.1.4.8 and 6.2.1.4.9 for remarks on these market segments and the application procedure.

6.2.1.4.6. Market segments with the suffix “Express”

Applicants themselves decide whether a train path is allocated to one of the market segments described above with the suffix “Express”. This must be stated in the train-path application. However, the train path can only be allocated in its entirety.

In market segments with the suffix “Express”, trains of the freight rail services sector are generally given priority in traffic management over all trains pursuant to Guideline 420.0201 (see Annex 2.4.2 of the Network Statement) with the exception of urgent rescue trains and trains in the long-distance passenger rail services sector with the suffix “Express” as well as other freight rail service trains with the suffix “Express”. The performance of “Qualified Estimates” (QE (QS)) and “Conceptional Estimates” (CE (KS)) in construction operations management is governed by Guideline 402.0305 (see Annex 2.4.2 of the Network Statement).

This market segments is available on both the working timetable and ad-hoc services.

6.2.1.4.7. Market segments with the suffix “Schnell“ (Fast)

Applicants themselves decide whether a train path is allocated to one of the market segments described above with the suffix „Schnell“. This must be stated in the train-path application. However, the train path can only be allocated in its entirety.

In market segments with the suffix „Schnell“, trains of the freight rail services sector are generally given priority in traffic management over all trains in the freight rail services sector pursuant to Guideline 420.0201 (see Annex 2.4.2 of the Network Statement) with the exception of urgent rescue trains and other trains with the suffix “Express” or “Schnell”. The performance of “Qualified Estimates” (QE (QS)) and “Conceptional Estimates” (CE (KS)) in construction operations management is governed by Guideline 402.0305 (see Annex 2.4.2 of the Network Statement).

These market segments are available on both the working timetable and ad-hoc services.

6.2.1.4.8. Market segments with the suffix “Z-Flex”

Applicants themselves decide whether a train path is allocated to one of the market segments described above with the suffix “Z-Flex”. This must be stated in the train-path application. However, the train path can only be allocated in its entirety.

In market segments with the suffix “Z-Flex”, temporal design-tolerance flexibility within the meaning of section 4.2.1.6 of the Network Statement of +/- 120 minutes will be granted for rail freight train paths in relation to the departure and arrival time and the time of every stop ordered by the customer ie total timetable construction of 240 minutes. Train-path applications in the market segment with the suffix “Z-Flex” cannot be registered with reference to capacity agreed under a framework agreement. If, by way of derogation, an application occurs with reference to capacity agreed under a framework agreement, DB Netz AG will ask the Applicant to provide a plausible explanation pursuant to section 4.2.1.1 of the Network Statement.

Market segments with the suffix “Z-Flex” are only available for applications in relation to the working timetable.

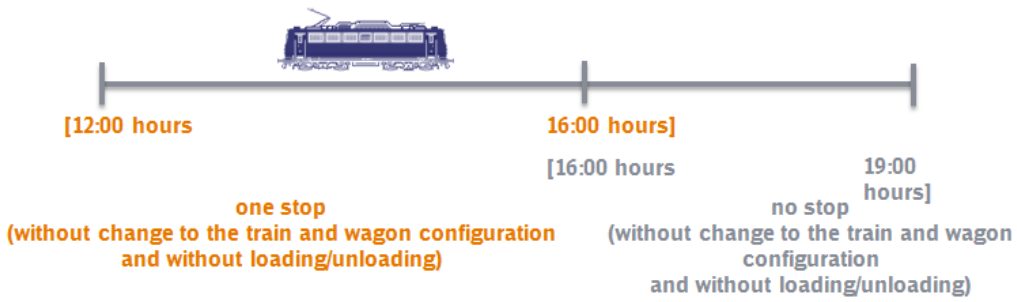
6.2.1.4.9. Market segments with the suffix “R-Flex”

Applicants themselves decide whether a train path is allocated to one of the market segments described above with the suffix “R-Flex”. This must be stated in the train-path application. However, the train path can only be allocated in its entirety.

In market segments with the suffix “R-Flex”, temporal design-tolerance flexibility within the meaning of section 4.2.1.6 of the Network Statement of +/- 120 minutes will be granted for rail freight train paths in relation to the departure and arrival time ie total design tolerance of 240 minutes, as well as flexibility with regards all possible itineraries when the starting and end point are retained. The only binding geographical factors for constructing the train path are the starting and end points.

If the train-path application contains scheduled stops for path construction, there is no geographical flexibility. By way of derogation, registering scheduled stops for path construction does not impair geographical flexibility under the following conditions:

- the train path exceeds a running time of four hours;
- a maximum of one scheduled stop is registered for every complete four-hour running time period, without providing a specific time; and
- the sole reason given for the stop is a change of personnel (CP (PW)) or driver recuperation (DR (LE)) (see Directive 402.0202A01, Annex 2.4.2 of the Network Statement).



Additionally, if the train-path application for the “R-Flex” market segment contains non-stop sections and operating stops, these are not included for the path construction.

Train-path applications in the market segment with the suffix “R-Flex” cannot be registered with reference to capacity agreed under a framework agreement. If, by way of derogation, an application occurs with reference to capacity agreed under a framework agreement, DB Netz AG will ask the Applicant to provide a plausible explanation pursuant to section 4.2.1.1 of the Network Statement.

Market segments with the suffix “R-Flex” are only available for applications in relation to the working timetable.

6.2.1.5 Allocation of contradictory applications to types of transport and market segments

If features of the train path ordered do not match the features of the type of transport ordered or that of the market segment ordered, DB Netz AG will immediately request that the persons or entities named by the Applicant or involved RU provide a plausible explanation for the information in the application. The deadlines under sections 4.2.1.1 and 4.2.2.2 of this Network Statement apply accordingly to submission of the explanation, with DB Netz AG entitled, in the event that a plausible explanation is not provided within the deadlines specified therein, to allocate the train paths to a type of transport or a market segment on the basis of the timetable information and to provide the Applicant with a corresponding offer, taking this allocation into consideration.

6.2.1.6 Direct costs of train operation

Annex 6.1 contains a detailed description of how the costs directly attributable to train operation are derived. Annex 6.2 lists the costs directly attributable to train operation for each market segment.

6.2.1.7 Full-cost mark-up according to the relative viability of the market segment concerned

Annex 6.1 contains a detailed description of the how the full-cost mark-ups are determined according to relative viability. **Annex 6.2** lists the full-cost mark-ups according to relative viability of each market segment.

6.2.1.8 Other charge components

6.2.1.8.1. New service discount

In order to promote the development of new railway services, DB Netz AG grants all Applicants time-limited dis-count in the form of a percentage decrease to the standard usage charge ie not including the noise-related charge components, see 6.2.1.8.2 of the Network Statement.

In order to receive the discount, the Applicant must apply to DB Netz AG for the reduction no later than when registering the train path.

For a service to be considered new, the Applicant must set out in writing that it is a service that has been newly acquired for rail in intermodal competition, or is completely new, and runs on at least 10 train paths in a 12-month period upon the commencement of operations.

A rail service is not considered to be new for the purposes of receiving a new service discount if:

- the route has been changed;
- existing itineraries are extended on the section that was already in use previously;
- existing itineraries are shortened;
- there is a quantative exchange between rail transport market segments;
- Leer- und Lokfahrten that are not a necessary consequence of a train path for which the discount for promoting new services is granted;
- there is a quantative exchange between Applicants (intramodal acquisition).

The discount is granted for a period of 12 months from the commencement of operations.

6.2.1.8.2. Noise-related charge component

c) Levying the surcharge for the noise-related charge component

aa) Determining the size of the noise-related charge component

The relevant factor for determining the size of the surcharge for the noise-related charge component for loud freight trains (for all freight-rail market segments with the exception of the Lokfahrt market segment) are the funds necessary for paying the bonuses until the end of the LaTPS (NDTAC) funding period in 2020. If income from the noise-related charge component of the train path charges is not used for bonus payments in the year it is received, interest is paid on it by DB Netz AG. The interest burden on DB Netz AG from payments made that exceed income from the surcharge is taken into account.

The relevant factor for determining the size of the bonus are the additional costs for retrofitting that remain after funding is granted by the Federal Ministry of Transport and Digital Infrastructure (BMVI) to the wagon keepers to partially cover retrofitting costs in the freight transport sector and the specific use of the bonus by the RUs are relevant. The size of the maximum subsidy for the RUs is based on five influencing factors (number of freight wagons eligible for the bonus, proportional average additional costs for retrofitting with noise-reducing technologies [reference brake blocks: LL blocks], number of axles, probable mileage on DB Netz AG's infrastructure in the scope of the Network Statement, mileage defined for recouping the proportional additional costs for retrofitting).

The average additional costs for retrofitting with noise-reducing technologies (EUR 1,688 per 4-axle reference wagon) were agreed with the Federal Ministry of Transport and Urban Development and are based on the additional costs of retrofitting as against the replacement of a wagon equipped with cast-iron brake blocks. The value amounting to a total of EUR 422 per axle (EUR 1,688 / 4-axle reference wagon) is based on the findings of the "Leiser Rhein" (Quiet Rhine) pilot project run as part of various research activities. When the surcharge is being determined, the mileage of the freight transports in total and the mileage of the train rakes that permanently com-ply with the requirements of the TSI related to noise (Regulation (EU) No 1304/2014 of 26 November 2014) are relevant, as are future train-path pricing developments. Current scientific findings and, in particular, the information acquired as part of the “Leiser Rhein” pilot project and market development forecasts by DB Netz AG act as basis for this.

The surcharge rate for the noise-related charge component is determined on the basis of these influencing factors.

The bonus size of 0.5 per axle kilometer is set for the working timetable period as of when the working timetable becomes effective. DB Netz AG reserves the righ to change the size of the surcharge and the size of the bonues for the noise-related charge component for the duration of the LaTPS pursuant to lit. c) that follows. The relevant factor for this is that the influencing factors mentioned above change.

bb) Billing the surcharge for the noise-related charge component

The surcharge set in section aa) above is applied to all trains in the market segments of the freight rail sector excluding

- the Lokfahrt market segment
- trains that consist at least 90% of freight wagons that permanently comply with the requirements of the TSI related to noise (Regulation (EU) No 1304/2014 of 26 November 2014).

If trains that permanently comply with the requirements of the TSI related to noise (Regulation (EU) No 1304/2014 of 26 November 2014) wish to be exempted from the noise-related charge component, the RUs must prove the composition of the train to DB Netz AG in a format stipulated by DB Netz AG. Evidence must be sent to the following email address for DB Netz AG in relation to the relevant train numbers and days of service by the first work day of the following month after the run is performed (deadline unless use is made of the option offered in the general complaint procedure pursuant to section 6.7.1 d) of the Network Statement):

leise.latps@deutschebahn.com.

DB Netz AG is entitled to verify the evidence provided by means of actual or technical random samples. If no evidence is provided, the noise-related charge component will be billed for the affected train path. It is possible to correct this later using the complaint procedure pursuant to section 6.7.1 d) of the Network Statement.

Only evidence that conforms to the template in **Annex 6.2.4 of the Network Statement** will be considered.

This is available as an Excel file on the internet:

www.dbnetze.com/latps

If, during verification by means of random samples, incorrect data is identified, DB Netz AG reserves the right to undertake a more thorough inspection, up to and including a full inspection. With train paths that are billed incorrectly due to wrong data, the proportion of the train-path charge for which LaTPS accounts is multiplied by a factor of two and demanded as a penalty.

cc) Granting the bonus payment for the noise-related charge component

The payment of the bonuses is directed at Applicants or involved RUs that apply to DB Netz AG for these bonuses and that use freight wagons that have been upgraded from cast iron brakes to a noise-reducing technology that permanently complies with the limits of the TSI related to noise (Regulation (EU) 1304/2014) of 26 November 2014.

Freight wagons for which retrofiiting was subsidised by the Federal Republic of German are excluded from bonus payment. Excluded from this is support using subsidies pursuant to the LaTPS Federal Subsidy Guideline of 17 October 2013.

DB Netz AG calculates the annual bonus payment per wagon and Applicant or involved RU. The basis for the bonus to be paid is the number of axles per retrofitted freight wagon, the mileage in the relevant working timetable year on the DB Netz AG rail network in the scope of the Network Statement and the size of the bonus per axle kilometre. The size of the bonus is limited to EUR 211 per wagon axle (50% of the average retrofitting costs of EUR 422 per axle, as described in lit. b) aa)),
unless, with regard to the specific wagon and irrespective of the party concerned,

1. no funding amount of a third party was used
2. no decision was made on any funding by a third party, and
3. no application for a preliminary decision or a decision was filed with regard to any funding by a third party.

A third party within the meaning of the preceding sentence is a public authority within the Federal Republic of Germany or a railway line infrastructure operator other than DB Netz AG within the Federal Republic of Germany. Only if all three criteria have cumulatively not been met, may the Applicant or the involved RU receive funds based on the LaTPS (NDTAC) for additional costs for retrofitting in the amount of up to 422 EUR per axle. The Applicant or the involved RU has the duty to furnish proof and confirm cumulative compliance with the three criteria for the specific wagon concerned. This also includes compliance with the criteria by the wagon owner. A legitimate application for a bonus of 422 EUR/axle must be filed in writing using the following e-mail address of DB Netz AG:

latps@deutschebahn.com

In general, the bonus claim is calculated per wagon according to the following formula:

$$Bonuspayment = number\ of\ axles * mileage * bonus\ size$$

In case two or more Applicants or involved RU request a bonus for the same timetable period for the same wagon, and the maximum grant for the relevant period is reached, the bonus will be split according to the annual mileage per involved RU.

The bonus claim is calculated according to the following formula:

$$Bonuspayment = \frac{Remaining\ payment\ per\ wagon * bonus\ per\ RU}{Total\ claim\ for\ all\ RUs}$$

In the event of infringements of the requirements listed in the Network Statement for the granting of a bonus, then the claim to a bonus payment will be lost. The Applicant or involved RU repays the bonuses it has received for the relevant wagons. Interest is charged on recoveries at 9 percentage points above the respective basic rate of interest pursuant to Article 247 German Civil Code (BGB) from the time of payment.

dd) Registering for and verifying bonuses

Initial registration is required into order to use the retrofitting register and to receive the incentive payment. To do this, the Applicant or involved RU uses the form found at

www.dbnetze.com/latps

and send it to the following email address

latps@deutschebahn.com

of DB Netz AG.

Further registration steps are completed and declarations submitted in the electronic retrofitting register (web-based retrofitting database) at:

https://latps-evu.dbnetze.com.

User data

DB Netz AG provides the Applicant or involved RU with access data via email to the email address provided. The Applicant or involved RU enters the following data into the retrofitting register (web-based retrofitting database) and approves it. The following details must be provided there:

- name and address of the Applicant or involved RU,
- bank details (account number, bank code, bank name, IBAN) for transfer of the incentive payment,
- email address of the Applicant or involved RU for official contact.

Wagon administration

After the initial registration, the mileage of the retrofitted wagons is entered as the basis for receiving the incentive payment. The retrofitting status of the freight wagons is documented in the retrofitting register. In order to receive the incentive payment, the Applicant or involved RU must provide evidence of the retrofitting status and the retrofitting date of the wagons it uses by means of a self-declaration to DB Netz AG upon a special request by the latter. For this purpose, they enclose electronically legible evidence from the wagon owner, which must show the retrofitting status and retrofitting date.

The Applicant or the involved RU confirms to DB Netz AG that the limits of the TSI related to noise (Regulation (EU) 1304/2104 of 26 November 2014) will be permanently complied with by the retrofitted wagon. Separate evidence of validity is not necessary if it is universally available for the type of noise-reducing brake technology. DB Netz AG will state the technologies on the internet page www.dbnetze.com/latps for which it has universally binding evidence of validity.

In addition, the Applicant or involved RU enters the following information:

- wagon number,
- braking system and
- number of axles

DB Netz AG is entitled to verify this evidence by means of actual or technical random samples. If, during verifica-tion by means of random samples, incorrect data is identified, DB Netz AG reserves the right to increase the scope of the sampling, up to and including a full inspection. Bonuses paid out wrongly on the basis of false infor-mation are to be repaid immediately upon request by DB Netz AG, including interest from the date of payment (9 percentage points above the relevant base rate).

Declarations are to be submitted to the electronic retrofitting register (web-based retrofitting database) at:

https://latps-evu.dbnetze.com

Mileage administration

In order to receive the bonus payment, the Applicant or involved RU can provide evidence of the annual mileage of the wagons it uses by means of a self-declaration to DB Netz AG. For this purpose, they state the mileage driven by the freight wagons in the working timetable period, with only the mileage after the retrofitting being relevant in the year of retrofitting.

DB Netz AG is entitled to verify this evidence by means of actual or technical random samples. The Applicant or involved RU provides evidence of mileage by means of GCU documentation within month of being requested to do so by DB Netz AG. Declarations are to be submitted to the electronic retrofitting register (web-based retrofitting database) at:

https://latps-evu.dbnetze.com

If evidence is not provided for the wagon's total mileage, then the Applicant or involved RU loses the bonus payment for the wagon for the relevant working timetable period. If, during verification by means of random samples, incorrect data is identified, DB Netz AG reserves the right to increase the scope of the sampling, up to and including a full inspection.

The data must be entered in full by the Applicant or involved RU in the retrofitting register by 31 May of the year following the working timetable period relevant for billing (deadline). If the information is provided late, then the Applicant or involved RU loses its bonus claim for this wagon for the relevant working timetable period. The incentive granted for the relevant wagons covered by the application is paid by 30 September of the year following the working timetable period relevant for billing. In the event of a bonus application by an Applicant or involved RU being rejected, DB Netz AG will inform them within 14 days following the corresponding rejection via email to the address listed in the retrofitting register.

d) LaTPS (NDTAC) funding period

The LaTPS (NDTAC) funding period is expected to continue until 12 December 2020.

In the event that no sector-specific regulation is put in place by third parties by the end of the LaTPS (NDTAC) funding period on 20 December 2020 that considerably increases the cost or limits the use of non-retrofitted freight wagons, DB Netz AG shall stipulate the appropriate follow-up measures in the Network Statement.

Under current planning, monetary measures would involve charges being levied comprehensively for all external effects in rail noise. According to current scientific thinking, this means that the use of non-retrofitted freight wagons is expected to become considerably more expensive. This would result in up to a doubling of train-path charges for affected freight wagons. Current planning suggests that measures to limit the use of non-retrofitted freight wagons would include, among other things, speed reductions in areas particularly affected by rail noise.

In addition, DB Netz AG anticipates that further incentives for retrofitting will be introduced by means of regulation that exists or is planned in neighbouring infrastructures and the bonus systems for noise-reduced freight wagons that already exist or are planned in these infrastructures.

6.2.1.8.3. Movements outside line operating hours

Signal-box occupancy is paid for with the train-path charge if the order falls under the working timetable or the signal box is already occupied for ad-hoc services. There is an additional charge if signal-box occupancy for ad-hoc services exceeds the line operating hours specified in section 3.5.5 of the Network Statement. There is only a claim to service if the Applicant registers the service at least 4 weeks prior to the intended train run.

a) For movements outside of line operating hours, the charge is calculated according to the expense incurred by DB Netz AG as a result of these movements, with an amount according to section 6.3.2.4 of the Network Statement being invoiced per employee and the start of every 30 minute period. At least three man-hours shall be charged for each shift or part thereof. This refers to those cases where unscheduled signal-box occupancy cannot be

covered by legally permissible extension of a shift that is already in progress. These time surcharges shall be taken into account in calculating the respective charges.

b) If several Applicants or involved RUs simultaneously use a line outside the regular line operating hours, the additional charges for staffing the operating control points shall be shared out equally between the corresponding Applicants or involved RUs.

c) If it is necessary to extend line operating hours in relation to existing single-use agreements due to rerouting arising from construction works, no special charge is levied. Equally, no special charge is levied if movement occurs outside of line operating hours and DB Netz AG is accountable for this.

d) If line operating hours have to be extended due to a delay for which the Applicant or the involved RU is accountable, this shall be governed by the provisions of sections 6.2.1.8.3 and 6.3.2.4 of the Network Statement.

The question of accountability is governed by section 6.5.2.1 of the Network Statement.

6.2.2 Additional services

6.2.2.1 Stabling on railway lines not covered by an allocated train path

DB Netz AG demands charges for the stabling on railway lines pursuant to section 5.4.1 Network Statement

Those charges are determined in a manner corresponding to that for a short-time use of service facilities.

6.2.2.2 aT Feasibility study

Basically, no charge is demanded for the preparation of an aT feasibility study if the pricing outline is not exceed-ed.

A basic price and a cost-based charge are demanded as regards out-of-gauge transports (with or without heavy load) which exceed the loading gauge above and beyond the outline shown in **Annex 5.4.2 of the Network Statement** including the restriction values of tables 2 and 2 (UIC Loading Guidelines Section 1), as processing in such cases is extensive and goes beyond the usual cost for an aT feasibility study.

6.2.2.3 Navigability assessment for oversized vehicles

A charge is demanded for navigability assessments for oversized vehicles that is comprised of a basic amount and a case-related portion accounting for the cost. The basic amount covers, inter alia, the costs incurred for the processing of the application, preparation of network-internal route information and the formal clearance as well as IT expenses and further development. The cost of the actual navigability assessment is invoiced on the basis of full service hours.

6.2.2.4 Proof of bridge compatibility

Dynamically assessing bridges according to the 5-step model pursuant to the Technical Access Conditions (Annex 2.4.2 of the Network Statement) is invoiced at a basic price for each of assessment steps 1, 2 and 3 plus an additional cost-based charge. Charging is on an individual job-by-job basis for staff input. Further charges for third-party services may be incurred for assessments according to steps 3, 4, or 5.

The basic price is calculated on the basis of the IT cost (management and further development expenses for specific data and analysis tools) for the processing applications and the assessment as well as a markup for administrative and distribution costs.

6.2.2.5 Additional equipment on railway lines

The use of individual equipment at railway lines pursuant to section 5.4.5 is invoiced individually for each item of additional equipment.

6.2.2.6 Charge for disclosure of framework agreements

A cost-related charge is levied for every disclosure request. Charging is individual and based on the disclosure request depending on the time involved at an hourly rate together with the personnel and material costs involved in disclosure together with a going rate of return.

6.2.3 Ancillary services

6.2.3.1 GSM-R based communication for RUs

This GSM-R based communication service is charged at fixed rates

6.2.3.2 Navigability study

A basic price and an additional cost-related charge are payable for any navigability studies carried out.

6.2.3.3 Operating schedule study

The charge payable for an operating schedule study is based on the relevant staff input

6.2.3.4 Dispatcher workstations in control centres

The usage charges for dispatcher workstations are calculated by taking into consideration the annual costs calculated for the construction, maintenance, cleaning, energy, staff input and line costs together with a going rate of return. The prices vary according to the particular physical circumstances and equipment in the individual control centres.

The monthly total charge for the dispatcher workstations is comprised of: usage charges for the dispatcher work-station and an additional usage charge for the LeiDis-NK premium version as well as, if applicable, an additional charge for modification work.

www.dbnetze.com/bestellformulare

6.2.3.5 Timetable studies

The charge payable for a timetable study is based on the relevant staff input. Each working hour, or part thereof, spent on the study is chargeable.

$$Charge = Euro\ per\ hour * number\ of\ working\ hours, or\ part\ thereof, spent\ on\ the\ study$$

6.2.3.6 Running time calculations

The charge payable for a running time calculation is based on the relevant staff input. Each working hour, or part thereof, spent on the calculation is chargeable.

$$Charge = Euro\ per\ hour * number\ of\ working\ hours, or\ part\ thereof, spent\ on\ the\ calculation$$

6.2.3.7 Printed timetable books and speed restriction lists (La-Hefte)

The product price is calculated by taking into consideration the costs for computer usage, printing, reproduction and staff input together with a going rate of return.

6.2.3.8 Green Function of train movement control

The amount of the charge levied for the Green Functions of train movement control depends on the total number of train-path kilometres actually travelled by the railway undertaking (RU).

6.2.3.9 Key Management Centre (KMC)

The ETCS key management service is charged at fixed rates.

6.2.3.10 Network Traffic-Regulation Control System for the Customer

DB Netz AG offers LeiDis-NK in a basic or premium version.

- LeiDis-NK basic version

The first user account on the LeiDis-NK basic version is provided free of charge to Applicants that have applied to DB Netz AG for train paths or involved RUs that are operational. Additional user accounts are provided subject to a charge.

- LeiDis-NK premium version

The use of the LeiDis-NK premium version is provided subject to a charge.

6.2.3.11 Live Maps

This real-time based train movement information application is charged at fixed rates.

6.2.3.12 Data acquisition licence

The charge depends on the average daily data volume.

6.2.3.13 Statistics

These statistical analyses are charged at fixed rates.

6.2.3.14 Train path diagrams

The charge payable for this information service depends on the number of pages.

6.3 Charges

All charges indicated in the Network Statement are net charges and invoiced to the Applicant plus the then valid statutory VAT.

6.3.1 Minimum access package

The amount of the train-path charge reflects the relevant mandatory services under section 5.2 of the Network Statement. The charges are calculated in the same manner for every Applicant and involved RU. The relevant charges are specified in **Annex 6.2.** If charges are indicated with three decimal digits, they are rounded to whole cents using standard business rounding principles after the multiplication of the relevant train-path kilometres at issue.

Please find below examples of charges for part of the market segments; the decisive charges are listed in **Annex 6.2**:

Long-distance passenger traffic (SPFV) market segments	Long-distance passenger traffic (SPFV) charges in euros per train-path kilometre
Metro Tag Min (v ≤ 100 km/h)	5,23
Metro Tag Max (v ≥ 160 km/h)	11,90
Basic	4,66
Nacht	2,62
Lok/Leerfahrt	2,11
Charter/Nostalgie	2,11
Punkt-zu-Punkt	3,82

The relevant charges for market segments with the suffix “Express” is increased by Euro 2.00 per train path km as compared to the charge for the corresponding market segment without that suffix.

Local passenger rail services (SPNV) market segments	Local passenger rail services (SPNV) charges in euro per train-path kilometre	
	Lastfahrt	Leerfahrt
Lastfahrt Baden-Württemberg	5,208	2,986
Lastfahrt Bayern	5,079	3,029
Lastfahrt Berlin	5,509	3,156
Lastfahrt Brandenburg	5,629	3,372
Lastfahrt Bremen	5,539	3,111
Lastfahrt Hamburg	4,864	2,973
Lastfahrt Hessen	4,970	3,080
Lastfahrt Mecklenburg-Vorpommern	5,492	3,265
Lastfahrt Niedersachsen	5,278	3,328
Lastfahrt Nordrhein-Westfalen	5,063	3,004
Lastfahrt Rheinland-Pfalz	5,250	2,905
Lastfahrt Saarland	5,373	2,629
Lastfahrt Sachsen	5,312	3,103
Lastfahrt Sachsen-Anhalt	5,268	3,126
Lastfahrt Schleswig-Holstein	5,377	2,986
Lastfahrt Thüringen	5,321	3,165

Rail freight transport (SGV) market segments	Rail freight transport (SGV) charges in euros per train-path kilometre
Standard	2,91
Sehr schwer	4,16
Gefahrgutganzzug	3,56
Güternahverkehr	1,73
Gefahrgutgüternahverkehrszug	1,94
Lokfahrt	1,73

The relevant charges for market segments with the suffix “Express” is increased by Euro 2.00 per train path km as compared to the charge for the corresponding market segment without that suffix. The relevant charges for market segments with the suffix “Schnell” is increased by Euro 0.50 per train path km as compared to the charge for the corresponding market segment without that suffix. The relevant charges for market segments with the suffix “Z-Flex” is reduced by Euro 0.10 per train path km as compared to the charge for the corresponding market segment without that suffix. The relevant charges for market segments with the suffix “R-Flex” is reduced by Euro 0.10 per train path km as compared to the charge for the corresponding market segment without that suffix.

6.3.2 Other elements

6.3.2.1 New service discount

A new service discount of 20 per cent is granted for the minimum access package charge. The new service dis-count is not applied to the noise-related charge component.

6.3.2.2 Charge for issuing an offer

The charge for issuing an offer is calculated on the basis of the timetable costs within the scope of the directly train-related cost multiplied by train-path kilometres of the constructed train paths multiplied by the number of days of service applied for.

"Charge for issuing an offer = Timetable costs ⋆ Train path km ⋆ Number of days of service"

The timetable costs per market segment that form the basis for determining the charge for issuing an offer are specified in **Annex 6.2**.

6.3.2.3 Noise-related charge component

The mark-up amounts to 5,5 per cent of the charge for the minimum access package. The noise-related charge component of the charge is not applied to the new service discount.

6.3.2.4 Movements outside line operating hours

The charge amounts to 30 euros / 30 minutes or part thereof. At least three man-hours shall be charged for each shift or part thereof. This refers to those cases where unscheduled line operation cannot be covered by legally permissible extension of a shift that is already in progress. If several Applicants or involved RUs simultaneously use a line outside the regular line operating hours, the additional charges for staffing the operating control points shall be shared out equally between the corresponding Applicants or involved RUs

6.3.3 Charges for additional services

The additional services provided by DB Netz AG include the services featured in Section 5.4 Network Statement.

6.3.3.1 Stabling on railway lines not covered by an allocated train path

Stabling on railway lines not covered by an allocated train path for more than 60 minutes is a chargeable service. The charge amounts to Euro 3.89 for each 60 minutes or part thereof, but no less than Euro 50.00.

6.3.3.2 aT Feasibility study

The basic price amounts to Euro 123.00.

The cost-based charge amounts to Euro 80.00 for each 60 minutes or part thereof.

6.3.3.3 Navigability assessment for oversized vehicles

The basic price amounts to Euro 215.00.

The cost-based charge amounts to Euro 80.00 for each 60 minutes or part thereof.

6.3.3.4 Proof of bridge compatibility

The basic price and the expenditure-related charge are shown in the following overview:

Proof of compatibility bridge dynamic pursuant to the Technical Access Conditions (Annex 2.4.2 of the Network Statement)

Level	Designation of examination	Bases/Data/Implementation		Charge
Level 1 and 2	Examination of **total network**	Examination regarding lines classes in the area of rail infrastructure of DB Netz AG	Level 1: evaluation by train signature; Level 2: conduct of parameter study for simple static system	Basic price: **€10,350.00** Expenditure-related charge in the amount of **€80.00 for each 60 minutes or part thereof**
Level 3	Examination in relation to **tracks and building structures**	Evaluation with dynamic parameters (normative)	Conduct of dynamic calculations for extended simple static systems Conduct of dynamic evaluation for building structures with complex static systems	Basic price: **€8,170.00** Expenditure-related charge in the amount of **€80.00 for each 60 minutes or part thereof** Additional charge for third-party services, if any
Level 4	Examination in relation to **tracks and building structures**	In-situ measurement and evaluation with dynamic building structure parameters (measured)	Preparation of measuring concept; conduct of in-situ measurements by using vehicles, but no proband; conduct of calculations with results of bridge measurements	Expenditure-related charge in the amount of **€80.00 for each 60 minutes or part thereof** Additional charge for third-party services, if any
Level 5	Examination in relation to **tracks and building structures**	In-situ measurement with proband; analysis and evaluation of measuring results from proband passage	Measurement with proband; preparation of measuring programme for in-situ measurement; analysis of measuring results	Expenditure-related charge in the amount of **€80.00 for each 60 minutes or part thereof** Additional charge for third-party services, if any

6.3.3.5 Additional equipment on railway lines

Additional equipment	Charge in euros per hour of utilisation
Compressed air pillar without electricity	0,65
Compressed air pillar with a 230 V power connection	0,78
Boarding ramps	0,06
Shore supply point, 230 V or 400 V	0,32
Stabling of traction units additionally equipped with absorption mats	0,57
Stabling of traction units additionally equipped with a containment/matting system	0,57
Traction unit stabling with the additional facility of a sump system	1,47
Water filling pillars	0,41

The minimum charge for an uninterrupted period of use is Eur 50.00 per additional facility.

Power

The electric power consumed within the scope of the use of additional equipment is invoiced by DB Energie in line with its terms of use.

Water

The incidental expenses for water consumption and waste water within the scope of the use of additional equipment are in line with the local charges levied by the public utilities and are invoiced additionally.

6.3.3.6 Charge for disclosure of framework agreements

A cost-related charge of Euro 80.00 per hour or part thereof is levied for consideration of disclosure of a frame-work agreement.

6.3.4 Charges for ancillary services

6.3.4.1 Connection to GSM-R based communication for RUs

GSM-R based communication for RUs (GSM-R)

- Telephone/text message - flat rate per user Euro 11.95 per month
- Data transfer - flat rate per user Euro 4.10 per month

Other GSM-R services (by special request)

The following services can be provided on express written request and against separate payment:

- Replacement SIM card Eur 23.95
- Express mail for SIM card Eur 34.95
- Data update for SIM card Eur 17.95
- Number of choice for terminal equipment Eur 23.95
- MSISDN change to a number of choice Eur 23.95

The following services can be provided within the limits of available capacity and technical feasibility:

- Provision of a short code in addition to the standard service Eur 80.00 for each 60 minutes or part thereof
- Modification work consequent upon changes on the user's side Eur 80.00 for each 60 minutes or part thereof Charging for further additional services will take place at cost on the basis of the hourly rate of Euro 80.00 for each 60 minutes or part thereof.

6.3.4.2 Navigability study

The basic charge amounts to Eur 215.00.

The cost-based charge amounts to Eur 80.00 for each 60 minutes or part thereof.

6.3.4.3 Operating schedule studies

The charge amounts to Eur 80.00 for each 60 minutes or part thereof.

6.3.4.4 Dispatcher workstations in control centres

The **basic prices** for a workstation in the following control centres amount to

Berlin control centre	1534,63 euro per month
Duisburg control centre	1281,60 euro per month
Frankfurt am Main control centre / Network control centre	1333,78 euro per month
Hanover control centre	1582,25 euro per month
Karlsruhe control centre	1133,61euro per month
Leipzig control centre	1056,37 euro per month
Munich control centre	1380,71 euro per month

Services charged separately [LeiDisNK premium version] (network traffic regulation control system for the customer)

In addition to the workstation, the LeiDis-NK premium version product must be ordered separately at the price indicated under section 6.3.4.9 of the Network Statement.

Surcharge for the basic monthly price for modification work

Should modification works be desired, the modification costs will be charged in equal monthly instalments (1/12 of the total modification costs), in addition to the basic price.

6.3.4.5 Timetable studies

The charge amounts to Euro 80.00 for each 60 minutes or part thereof.

6.3.4.6 Running time calculations

The charge amounts to Euro 80.00 for each 60 minutes or part thereof.

6.3.4.7 Printed timetable books and speed restriction lists

The charge for printed timetable books depends on the number of pages and print run. Prices may be obtained in the individual case from the DB Netz AG Customer Care Centre.

The charges per speed restriction list for the following six printing regions are:

Speed restriction list/weekly Central	0,54 euro
Speed restriction list/weekly North	0,67 euro
Speed restriction list/weekly East	0,30 euro
Speed restriction list/weekly South	0,99 euro
Speed restriction list/weekly South-East	0,63 euro
Speed restriction list/biweekly S-Bahn Berlin	0,71 euro

The electronic issue of the speed restriction lists is free of charge.

6.3.4.8 Green Function of train movement control

The charge amounts to Eur 0.00315 per train-path kilometre (target timetable).

6.3.4.9 Network Traffic-Regulation Control System for the Customer

- LeiDis-NK basic version (web-based application)

  The first user account in the LeiDis-NK basic version is available free of charge to applicants or RUs in-volved which have submitted train path applications to DB Netz AG and which are involved in operational business. Additional user accounts are charged as follows:

  LeiDis-NK basic version (web-based application)

  Eur 973.00 per month and account

- LeiDis-NK premium version (desktop application)

  The use of the LeiDis-NK premium version is charged as follows:

  LeiDis-NK premium version (desktop application)

  Eur 1,400.00 per month and account

- Optional services

  The following additional services can be agreed on at the following charges

  Separate data maintenance

  Eur 80.00 for each 60 minutes or part thereof

Mentoring

Eur 80.00 for each 60 minutes or part thereof

6.3.4.10 Live Maps

Operation-based annual price per app:

- DB LiveMaps Basis 29,00 euro p.a.
- DB LiveMaps Comfort 49,00 euro p.a.

6.3.4.11 Data acquisition licence

Minimum price Eur 750.56 per month. Prices depend upon the average daily volume of data.

6.3.4.12 Statistics

Basic prices:

- Standard layout analysis Eur 45.00

plus

- for each day of analysis and regional unit Eur 3.00
- for each hour of analysis and regional unit Eur 3.00

A maximum of 30 measuring points per station-based analysis is possible in the aforementioned analyses.

Supplements:

- Summary of multiple analyses in one e-mail Eur 15.00.
- Separate analysis in the case of deviation from the standard layout Eur 15.00.
- For specific analyses, the charge amounts to Eur 80.00 for each 60 minutes or part thereof.

6.3.4.13 Train path diagrams

The charge amounts to Eur 5.00 per page.

6.3.4.14 Key Management Centre

Key management center per ETCS on-board unit Eur 20.00 per month.

6.4 Incentives and penalty payments

All charges indicated in the Network Statement are net charges and invoiced to the Applicant plus the then valid statutory VAT.

6.4.1 Compensation for additional train path costs for work-related rail freight transport diversions in the working timetable

Under the following conditions, rail freight transport train paths registered in the working timetable pursuant to section 4.2.1 Network Statement (except for Lokfahrts) are treated like train paths attributed to the “R-Flex” market segment pursuant to section 6.2.1.4.9, 6.3.1 in conjunction with Annex 6.2 Network Statement with regard to the calculation of the charges levied for the days of service concerned:

- The train path was ordered for the working timetable pursuant to section 4.2.1 Network Statement. Later changes are no impairment if they do not affect the originally agreed temporal and geographical situation; neither are mere changes in the number of days of service.
- Due to construction work published in the planning parameters (pursuant to Guideline 402.0305) and considered in the working timetable, at least one registered route point

(operating control point) in the individual infrastructure utilisation contract cannot be implemented, or due to such construction work, an application by the Applicant via a diversion was stipulated between the Applicant and DB Netz AG prior to the preparation of the working timetable, or the Applicant applied for the train path via a diversion route due to a total closure as a result of such construction work.

6.4.2 Remains empty

6.4.3 Reduced charges for non-contractual condition

6.4.3.1 Automatic reduction

Notwithstanding any reduction demand from the Applicant, DB Netz AG itself reduces the payable usage charge in the case of the faults listed below if these, due to a disruption, have resulted in additional delay minutes as per Guideline 420.9001 (**Annex 6.5.1 Network Statement**) coded at least in the amount stated below. For the pur-poses of this procedure, disruption shall mean the sum of additional delays at the measuring points that are attributed to a disruption or an event. Reduction shall take place independently of whether DB Netz AG is responsible for such fault.

e) Faults with the infrastructure:

- VU 22 (structures)
- VU 23 (track)
- VU 30 (temporary speed restriction for repairs)
- VU 31 (construction work)
- VU 32 (irregularities in construction work)
- VU 83 (grease film)

f) Faults with the command and control system:

- VU 21 (telecommunication systems)
- VU 24 (level crossing safety systems)
- VU 25 (command/control system)

g) Faults in providing traction current:

- VU 20 (catenary systems)

h) Staff-related faults:

- VU 12 (scheduling faults)
- VU 18 (DB Netz AG operational staff)
- VU 28 (DB Netz AG technical staff)

Automatic reduction takes place where the additional delay minutes due to a disruption (sum of additional delay minutes at the measuring points attributed to a disruption) exceed a specific threshold value for that type of transport. In this context, it must be considered that the additional delay minutes first are commercially rounded to full minutes when recorded and only then are added within a disruption.

Reduction takes place as from:

Type of transport/market segment	Minimum number of additional delay minutes
SPFV	6:00
SPNV	6:00

Type of transport/market segment	Minimum number of additional delay minutes
SGV Standard Express	6:00
SGV Gefahrgutganzzug Express	6:00
SGV Güternahverkehr Express	6:00
SGV Gefahrgutgüternahverkehrszug Express	6:00
SGV Standard Schnell	6:00
SGV Gefahrgutganzzug Schnell	6:00
SGV Güternahverkehr Schnell	6:00
SGV Gefahrgutgüternahverkehrszug Schnell	6:00
SGV Standard Z-Flex Express	6:00
SGV Gefahrgutganzzug Z-Flex Express	6:00
SGV Güternahverkehr Z-Flex Express	6:00
SGV Gefahrgutgüternahverkehrszug Z-Flex Express	6:00
SGV Standard Z-Flex Schnell	6:00
SGV Gefahrgutganzzug Z-Flex Schnell	6:00
SGV Güternahverkehr Z-Flex Schnell	6:00
SGV Gefahrgutgüternahverkehrszug Z-Flex Schnell	6:00
SGV Standard R-Flex Express	6:00
SGV Gefahrgutganzzug R-Flex Express	6:00
SGV Güternahverkehr R-Flex Express	6:00
SGV Gefahrgutgüternahverkehrszug R-Flex Express	6:00
SGV Standard R-Flex Schnell	6:00
SGV Gefahrgutganzzug R-Flex Schnell	6:00
SGV Güternahverkehr R-Flex Schnell	6:00
SGV Gefahrgutgüternahverkehrszug R-Flex Schnell	6:00
SGV Standard	31:00
SGV Sehr schwer	31:00
SGV Gefahrgutganzzug	31:00
SGV Güternahverkehr	31:00
SGV Gefahrgutgüternahverkehrszug	31:00
SGV Lokfahrt	31:00
SGV Standard Z-Flex	31:00
SGV Sehr schwer Z-Flex	31:00
SGV Gefahrgutganzzug Z-Flex	31:00
SGV Güternahverkehr Z-Flex	31:00

Type of transport/market segment	Minimum number of additional delay minutes
SGV Gefahrgutgüternahverkehrszug Z-Flex	31:00
SGV Standard R-Flex	31:00
SGV Sehr schwer R-Flex	31:00
SGV Gefahrgutganzzug R-Flex	31:00
SGV Güternahverkehr R-Flex	31:00
SGV Gefahrgutgüternahverkehrszug R-Flex	31:00

Please take note that the additional delay minutes first are commercially rounded to full minutes when recorded and only then are added within a disruption.

For the aforementioned faults, a reduction relating to the additional delay minutes, the type of transport or the market segment amounting up to the full amount of the relevant track access charge is granted. The reduction is differentiated with regard to types of transport, which takes account of the different infrastructure access charges.

The following reduction amounts are to be applied to each type of transport:

- 3.00 EUR per additional minute of delay for express passenger trains
- 2.00 EUR per additional minute of delay for local passenger trains
- 1.00 EUR per additional minute of delay for freight trains

Reductions are set off pursuant to section 6.7.4 sentence 3 Network Statement in the second invoice after the disruption giving rise to the reduction.

This shall not rule out that a higher reduction amount is asserted under the conditions of section 6.4.3.2 Network Statement.

6.4.3.2 Reduction upon request

Faults that are not listed under section 6.4.3.1 Network Statement can be asserted in accordance with the general civil law rules. The same likewise applies to faults listed under section 6.4.3.1 if and to the extent any claims asserted due to such faults are based on the values specified therein.

6.4.4 Charging arrangement for diversions due to construction work after conclusion of the Individual Usage Agreement (ENV)

If the route of a contractually agreed train path deviates from the ENV (diversion) due to construction work not taken into consideration for such train path in the ENV, only the train path charge for the route to which the ENV relates is invoiced.

This provision does not apply to train paths where the Applicant or the involved RU was already aware of the amended route at the time of accepting the train path offer. In this case, the train-path charge is billed for the route actually used.

No train path charge is to be paid for additional train paths that become necessary due to construction work not included in the ENV. These train paths include, among others, feeder and collection runs to rail replacement services, turning runs due to construction-related restrictions, feeder and collection runs to stabling or refuelling facilities other than those normally used, feeder and collection runs of traction units or additional traffic due to a change to the train characteristics (e.g. unloading due to lower tonnage rating of a diversion route).

6.4.5 Charging arrangements for rail replacement services

No usage charges are levied for the train path for as long as the measure continues. The costs of the rail replacement services are borne entirely by the Applicant or the involved RU.

6.4.6 Charging arrangements for emergency bus services in passenger traffic

The costs of the emergency bus service are borne by the party accountable for the temporary non-availability. Accountability is determined by analogy with the provisions of the incentive system to reduce disruption.

If DB Netz AG is deemed accountable for the temporary non-availability, DB Netz AG will bear the costs of emer-gency bus services on the basis of market rates only. A credit of delay minutes according to the incentive system to reduce disruption (cf. section 6.5 of the Network Statement) or claims to reduced charges for non-contractual condition pursuant to section 6.4.3 of the Network Statement are excluded.

If the Applicant or the involved RU is accountable for the cause of the temporary non-availability, such party must bear the costs of emergency bus services.

The same applies if neither DB Netz AG nor an Applicant or involved RU is deemed accountable for the cause of the non-availability.

6.4.7 Charge for issuing an offer

The costs involved in processing requests for the allocation of train paths are contained in the train-path charge. Therefore, failure to take up a train path once an application has been submitted will result in a processing charge being levied for issuing the offer. This provision does not apply if the Applicant raises reasonable objections.

6.4.8 Amendments and cancellation

After conclusion of the contract, an amendment/cancellation by the Applicant may only be made before the scheduled departure.

Whether or not cancellation fees are levied depends on the cancellation issue and the time of cancellation.

- For each amendment, an amendment fee is charged depending on the expense associated therewith.
- In case of cancellations, a minimum cancellation fee is generally charged for each day of service cancelled, depending on the expense associated therewith.
- In case of specific cancellation issues, an increased cancellation fee is charged in respect of each day of service cancelled, starting 30 days before departure, on the basis of the charge for the train path cancelled and the time of cancellation.
- No minimum cancellation fee accrues for days of service for which an increased cancellation fee is charged.
- Notwithstanding the following provisions, in case of force majeure, official orders or technical restrictions for which the infrastructure operator is responsible, any resulting amendment/cancellation is not priced.

6.4.8.1 Amendments

Amendments are not permitted unless the relevant issues are described in this section.

Amendments to types of transport are not permitted. In addition, an amendment of the total train path from load runs to empty runs is also not permitted, i.e. an amendment from load runs to empty runs is permitted for parts of a train path only.

The following issues constitute amendments for which an amendment fee is charged.

- Amended speed without amendment to the day of service, amended time of day without amendment to the day of service.

If the Applicant can change the market segment while maintaining the train path, i.e. none of the above issues is fulfilled, DB Netz AG charges no separate amendment fee for such market segment change. Whether or not a market segment change is permitted results from the market segment description in section 6.2.1.1 of the Network Statement.

The amendment fee corresponds to the share of costs that are incurred as a direct result of train operation for the processing of requests for the allocation of train paths.

The amendment fee is calculated by multiplying the timetable costs according to the working timetable by the number of train-path kilometres affected by the amendment, multiplied by the number of amended days of service.

*Amendment fee per day of service = timetable costs * affected train path km*

The admendment fee is a maximum of € 498 in the SPFV (long-distance passenger rail traffic), € 472 in the SPNV (local passenger rail service) and € 483 in the SGV (rail freight service).

The amendment fee is determined on the following basis as affected train path km:

- amended speed: total train path
- amended time of day: total train path.

The timetable costs per market segment that form the basis for determining the amendment fee are specified in **Annex 6.2**.

6.4.8.2 Minimum cancellation fee

The following issues constitute cancellations for which a minimum cancellation fee is charged:

- Amended starting and/or end point;
- route shortening;
- amended speed provided that the amendment also results in an amended day of service;
- amended time of day provided that the amendment also results in an amended day of service;
- cancellation of a train path or part of a train path on one or several days of service; and/or
- amended day of service.

The minimum cancellation fee corresponds to the share of costs that are incurred as a direct result of train operation for the processing of requests for the allocation of train paths.

The minimum cancellation fee is calculated by multiplying the timetable costs according to the working timetable by the number of train-path kilometres affected by the amendment, multiplied by the number of amended days of service.

*Minimum cancellation fee per day of service = timetable costs * affected train path km*

The minimum cancellation fee is a maximum of € 498 in the SPFV (long-distance passenger rail traffic), € 472 in the SPNV (local passenger rail service) and € 483 in the SGV (rail freight service).

The minimum cancellation fee is determined on the following basis as affected train path km:

- Amended starting and/or end point: the train path km of the initially agreed train path not used geographically and/or in terms of time.
- Route shortening: the train path km that differ geographically from the initially agreed train path.
- amended speed: total train path
- amended time of day: total train path.
- Amended day of service: total train path.
- Reduced days of service: total train path.
- Cancellation of total train path and/or of all days of service: total train path.

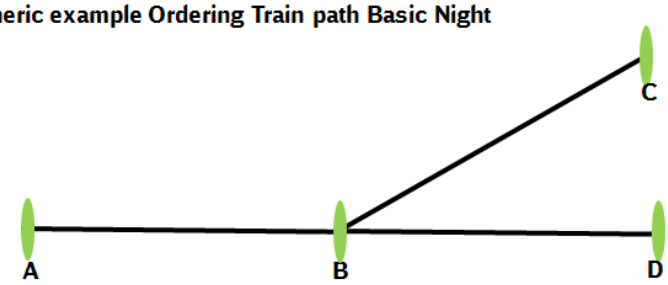
If several of the above issues apply, the calculation is based on the issue that affects the highest number of train path km.

The timetable costs per market segment that form the basis for determining the minimum cancellation fee are specified in Annex 6.2.

Example:

Example of minimum cancellation fees

Generic example Ordering Train path Basic Night



Ordering:

- Applicant orders train path from A via B to C
- Working timetable Monday-Friday (5 days/week)

Situation:

- 40 days prior to start of night timetable, Applicant changes destination of "Monday" train path to D (52 days of service)
- Affected by the change: B – C (ex.: 30 km)
- Fictitious amount of schedule cost 3 cents

Calculation:

Minimum cancellation fee $_{\text{service day}}$ = *timetable cost* * *affected train path km*

Minimum cancellation fee $_{\text{service day}}$ = *3 cents* * *30 train path km* = *€ 0.90*

Minimum cancellation fee = *€ 0.90* * *52 days* = *€46.80*

6.4.8.3 Increased cancellation fee

An increased cancellation fee is charged for the following issues in case of cancellations within 30 days before departure:

- Amended starting and/or end point;
- route shortening;
- amended speed provided that the amendment also results in an amended day of service;
- amended time of day provided that the amendment also results in an amended day of service;
- cancellation of a train path or part of a train path on one or several days of service; and/or
- amended day of service.

The increased cancellation fee is determined on the basis of the charge for the train path cancelled and the time of cancellation. The increased cancellation fee provides an incentive to release allocated capacity at an early stage. At the same time, the share of direct costs of train operation that is saved due to the cancellation is deducted when determining the increased cancellation fee.

To this end, the saved direct costs of train operation for maintenance and depreciation are deducted from the charge for the cancelled train path. This results in the calculation basis for the cancellation fee. The resulting cancellation fee is a staggered percentage share of this calculation basis.

DB Netz AG used the following percentages as a basis to create incentives for an efficient use of rail infrastructure capacity:

Time of cancellation	Percentage of calculation basis
Between 30 days and 5 days (including) before departure	15 %
Between 4 days and 24 hours before departure	30 %
24 hours or less before departure	80 %

This results in the cancellation fees per train-path kilometre cancelled as specified in **Annex 6.2**.

The increased cancellation fee per day of service and per market segment is calculated as follows:

*"Increased cancellation fee per day of service = train path km * applicable cancellation fee"*

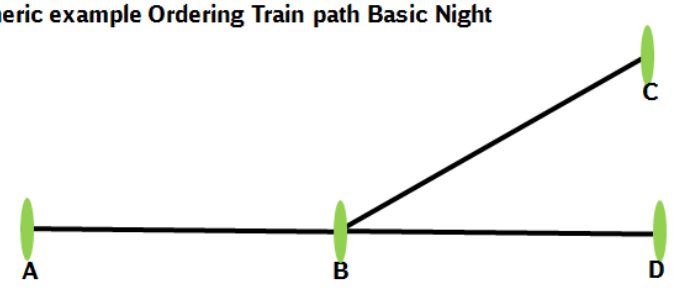
If the Applicant cancels several days of service, the relevant increased cancellation fee is determined for each day of service and added up for the affected days of service. If a train path is cancelled and/or amended on different days of service, the relevant increased cancellation fee per day of service and the relevant minimum cancellation charge per day of service are added up. No minimum cancellation fee accrues for days of service for which an increased cancellation fee is charged.

The increased cancellation fee is determined on the following basis as affected train path km:

- Amended starting and/or end point: the train path km of the initially agreed train path not used geographically and/or in terms of time.
- Route shortening: the train path km that differ geographically from the initially agreed train path.
- amended speed: total train path
- amended time of day: total train path.
- Amended day of service: total train path.
- Reduced days of service: total train path.
- Cancellation of total train path and/or of all days of service: total train path.

Example:

Generic example Ordering Train path Basic Night



Ordering:

- Applicant orders train path from A via B to C
- Working timetable Monday-Friday (5 days/week)

Situation:

- 20 days prior to start of service, Applicant changes a single train path to D
- As change takes place 20 days prior to start of service, 15% on the calculation basis apply
- Affected by the change: B – C (30 km)
- Fictitious amount for fee, share in maintenance and depreciation

Calculation:

Calculation basis = Charge Basic Night – maintenance and depreciation share

Calculation basis = € 5- € 2 = € 3

*Increased cancellation charge = € 3 * 15% = € 0.45*

*Increased cancellation charge = € 0.45 * 1 day * 30 train path km = € 13.50*

6.4.8.4 Percentage fee rates according to dispute settlement and highest bidder procedures

By way of derogation from the sections above, the following special percentage fee rates apply to all amendments to and/or cancellations of train paths allocated under a dispute settlement or highest bidder procedure pursuant to section 4.2.1.8 and 4.2.1.11 of the Network Statement, unless DB Netz AG has caused such amendment and/or cancellation:

Time of amendment / cancellation	Percentage of calculation basis
Between 30 days and 5 days (including) before departure	15 %
Between 4 days and 24 hours before departure	30 %
24 hours or less before departure	80 %

This results in the cancellation fees per train-path kilometre cancelled as specified in **Annex 6.2**.

The charge for the amended and/or cancelled train path per day of service and per market segment is calculated as follows.

*Charge per day of service = Train path km * applicable cancellation fee*

If the Applicant amends and/or cancels several days of service, the relevant charge is determined for each day of service and added up for the affected days of service.

6.5 Incentive system to enhance performance capability

The following performance-based track access charging scheme for rail passenger transport is intended to provide incentives to minimise disruptions and increase the efficiency of the rail network. The performance-based track access charging scheme covers all train movements of rail passenger transport within the scope of this Network Statement.

6.5.1 Data collection and correction procedure

6.5.1.1 Data collection

The data on which the incentive system is based is collected in accordance with Guideline 420.9001 (Annex 6.5.1) of the Network Statement.

6.5.1.2 Correction procedure

If the RUs deem the codes to be incorrect, they can request recoding of the details in the hourly records in accordance with the correction procedure stated in Article 6 of Guideline 420.9001 (Annex 6.2 Network Statement). To this end, the form posted on the Internet by DB Netz AG at

http://www.dbnetze.com/umkodierungsantrag

must be filled in completely and sent to the e-mail address

kunas.db.netz@deutschebahn.com

at the latest three days after the RU has received the hourly record. The following subject should be used:

"CustomerNumber_Date_Processing-ID (e.g.: K9712_20140311_99999)".

Recoding requests received after the eight-day deadline will be deemed too late and will not be considered.

The independence of DB Netz AG employees involved in the recoding process is governed by Guideline 048.2002 (Guideline to ensure independence from instructions in the recoding process of the incentive system pursuant to Section 39(2) of the German Railway Regulation Act (Annex 6.5.2 Network Statement).

6.5.2 Data taken into account

6.5.2.1 Incentive-relevant codes

The following codes are taken into account in the incentive system.

DB Netz AG responsible		RU responsible	
Delay code No.	**Delay coding**	**Delay code No.**	**Delay coding**
10	Timetable compilation (DB Netz AG Sales)	50	Exceeding the stop time
10	Running times for construction work fully incorporated into the working timetable wrong	51	Request of the RU
12	Mistakes in operations procedures	52	Loading operations
13	Preparation (operations)	53	Loading irregularities
18	DB operational staff	54	Train preparation (transport-related aspects)
19	Other operations by DB Netz	57	Not reported by RU
20	Power supply equipment (traction power)	58	RU's traffic staff
21	Telecommunications installations	59	Other transport-related reasons attributable to the RU
22	Structures	60	Roster/deployment planning
23	Track	61	Formation of train by RU
24	Installations at level crossings	62	Passenger coaches

DB Netz AG responsible		RU responsible	
25	Command/control systems	63	Freight wagons
26	Points	64	Traction units
27	IM vehicles	68	RU technical staff
28	DB Netz AG technical staff	69	Other vehicle-related reasons attributable to the RU
29	DB Netz AG other technical issues		
30	Temporary speed restriction for repairs		
31	Engineering or other works		
32	Irregularities in engineering or other works		

The above causes of delay are described in more detail in Article A02 of Guideline 420.9001 (Annex 6.5.1 Network Statement).

All other codes that are not listed in the table above are not taken into account in the calculation of incentive charges.

6.5.2.2 Incentive-relevant trains

The incentive system takes into account all rail passenger transport trains within the scope of this Network Statement, unless train paths are involved that are used by or on behalf of DB Netz AG.

6.5.2.3 Additional delay minutes at an operating location

For additional delay minutes to be incentive-relevant, the following criteria must be met:

- The traffic type-dependent threshold value has been reached or exceeded
- The code is incentive-relevant pursuant to Section 6.5.2.1 of the Network Statement.

The following threshold values apply:

Type of traffic	Threshold values in minutes
Laden journeys (regional/local and long-distance rail passenger transport)	3:30
Locomotive/empty runs (regional/local and long-distance rail passenger transport)	30:30

If the threshold value is reached or exceeded, the total number of additional delay minutes at the operating location is taken into account in the settlement. For the settlement of incentive charges, additional delay minutes are commercially rounded to full minutes.

The additional delay minutes resulting from the deviation between the TARGET time according to the timetable and the ACTUAL time are recorded at the first operating location at which a coded additional delay occurs. Further additional delays in train running occur when a train between two operating locations increases its delay further. Even these additional delay minutes are only taken into account if they exceed the threshold value on their own. If a delay is reduced or remains unchanged, no new additional delays occur.

6.5.3 Incentive charges

The amount of the incentive charges to be paid by DB Netz and the respective RU is calculated as follows:

$$\boldsymbol{Incentive\ charge} = \boldsymbol{incentive - relevant\ additional\ delay\ minutes} * \boldsymbol{monetary\ valuation\ per\ additional\ delay\ minute}$$

The following table shows the monetary valuation [in EUR per additional delay minute], differentiated by type of traffic and cause of delay:

Delay code No.	Cause of delay	Regional and local rail passenger transport (laden journey)	Long-distance rail passenger transport (laden journey)	Rail passenger transport (locomotive/empty runs)
10	Timetable compilation (DB Netz AG Sales)	1.00	1.00	0.20
10	Running times for construction work fully incorporated into the working timetable wrong	16.00	51.00	5.00
12	Mistakes in operations procedures	1.00	1.00	0.20
13	Preparation (operations)	1.00	1.00	0.20
18	DB operational staff	1.00	1.00	0.20
19	Other operations by DB Netz	1.00	1.00	0.20
20	Power supply equipment (traction power)	1.00	1.00	0.20
21	Telecommunications installations	1.00	1.00	0.20
22	Structures	1.00	1.00	0.20
23	Track	1.00	1.00	0.20
24	Installations at level crossings	1.00	1.00	0.20
25	Command/control systems	1.00	1.00	0.20
26	Points	1.00	1.00	0.20
27	IM vehicles	1.00	1.00	0.20
28	DB Netz AG technical staff	1.00	1.00	0.20
29	DB Netz AG other technical issues	1.00	1.00	0.20
30	Temporary speed restriction for repairs	1.00	1.00	0.20
31	Engineering or other works	16.00	51.00	5.00
32	Irregularities in engineering or other works	16.00	51.00	5.00
50	Exceeding the stop time	1.00	1.00	0.20
51	Request of the RU	1.00	1.00	0.20
52	Loading operations	1.00	1.00	0.20
53	Loading irregularities	1.00	1.00	0.20
54	Train preparation (transport-related aspects)	1.00	1.00	0.20
57	Not reported by RU	1.00	1.00	0.20
58	RU's traffic staff	1.00	1.00	0.20
59	Other transport-related reasons attributable to the RU	1.00	1.00	0.20
60	Roster/deployment planning	1.00	1.00	0.20
61	Formation of train by RU	1.00	1.00	0.20
62	Passenger coaches	1.00	1.00	0.20
63	Freight wagons	1.00	1.00	0.20
64	Traction units	1.00	1.00	0.20
68	RU technical staff	1.00	1.00	0.20
69	Other vehicle-related reasons attributable to the RU	1.00	1.00	0.20

The following diagram illustrates how the incentive-relevant additional delay minutes and the incentive charges are determined:

Example of a train for regional and local rail passenger transport

	Operating location 1	Operating location 2	Operating location 3	Operating location 4	Operating location 5	Operating location 6	Total payments
	Target 12:04 Actual 12:04	Target 12:20 Actual 12:26	Target 12:35 Actual 12:39	Target 12:52 Actual 13:01	Target 13:18 Actual 13:31	Target 13:35 Actual 13:50	
Delay	0 min	+ 6 min	+ 4 min	+ 9 min	+ 13 min	+ 15 min	
Additional delay		+6 min	0 (-2)	+ 5 min	+ 4 min	+ 2 min	
Coding		Delay code 23 → DB Netz		Delay code 62 → RU	Delay code 92 → neutral	Delay code 50 → RU	
Payment DB Netz → RU		EUR 6		EUR -5			EUR 1

Delay code 23 = track; delay code 62 = passenger coaches; delay code 92 = train order (affected train was delayed);
Delay code 50 = dwell time exceeded

6.5.4 Settlement

Settlement shall take place on a monthly basis. The incentive charges to be paid by DB Netz AG and the respective RU are offset against each other.

6.6 Change in charges

6.6.1 Surcharge for congested railway lines

An additional charge reflecting the scarcity of capacity may be levied for individual infrastructure sections during periods of congestion.
DB Netz AG reserves the right to levy such a surcharge in future timetable periods for the railway lines identified in the respective future Network Statement.

No surcharge for congested railway lines is charged during the term of validity of such Network Statements.

6.6.2 Development of advance payment

DB Netz AG intends to further increase the amount of advance payments pursuant to section 6.7.5 of the Network Statement in future years.

6.6.3 Updating the list of metropolitan stations

The list of metropolitan stations is updated for the 2022/2023 working timetable using data from 2020.

6.6.4 Development of charges

DB Netz AG intends, in consideration of applicable notice periods and depending on market conditions at the time, to further develop the bases and amounts of charges under the train path price system as necessary. In addition, the requirements resulting from the incentive regulation to be introduced will be taken into consideration in the future.

In the future determination of charges, DB Netz AG will consider the development of major cost drivers as well as the development of transport markets and the general economic conditions of

the operator of railway lines. Between 2013 and 2017, DB Netz AG has increased train-path charges (without surchages) by an average margin of 2.4 percent per year. The increase in train path prices can have different implications depending on the mode of transport.

According to current planning, DB Netz AG intends to increase prices by 1.8% to 2.8% p.a. until 2021, with possibly different implications depending on market segments.

6.6.5 Revision incentive system

DB Netz AG will analyse the existing incentive system with the Access Parties at the latest for the Network Statement for the 2022/2023 working timetable period and agree on changes if necessary.

6.7 Conditions of payment

6.7.1 Payment of the infrastructure access charges

a) Charges to be paid by the Applicant or the involved RU in accordance with the provisions of the Individual Usage Agreement (ENV) must be paid in euros and are charged plus statutory VAT as applicable from time to time.

b) Payments must be remitted to an account to be specified by DB Netz AG at the expense of the Applicant or the involved RU. The reason for payment must state, if available, the accounts receivable number notified to the Applicant or the involved RU upon conclusion of the ENV in addition to the relevant invoice number.

c) Receivables of DB Netz AG are due on receipt of the invoice and must be paid within 14 calendar days after receipt of the invoice. Whether this period is complied with is determined on the basis of the date the payment is received on the account to be specified pursuant to lit. b) above.

d) Objections by the Applicant or the involved RU to the charges invoiced must be notified in writing within four weeks after receipt of DB Netz AG's invoice. Compliance with this period is determined on the basis of the date on which the objection notice is received by DB Netz AG. If objection notices are not made in due time, the invoice is deemed approved; this will be specifically noted in DB Netz AG's invoice.

6.7.2 Provision of security

a) Applicants – except for those referred to in section 1(12) no. 2(a) and c) ERegG – must provide appropriate security to DB Netz AG if doubt exists about the Applicant's solvency. Doubt about the Applicant's solvency exists in the following cases:

   (1) if the Applicant does not make any payments in respect of due claims for a period of one month;

   (2) in case of payment arrears in the amount of an average monthly charge payable in the last three months;

   (3) in case of a negative credit rating (creditworthiness not sufficient in relation to turnover) that is no more than two years old and was provided by a credit rating agency or other professional rating or credit scoring agency;

   (4) if an application is filed for the initiation of insolvency proceedings against the Applicant's assets; or

   (5) in case of any other circumstances indicating poor creditworthiness of the Applicant, such as application of legal aid, declared unwillingness to pay (does not apply if an account receivable by DB Netz AG is disputed and hence conditional payment is made), if no address for service of summons is available or if the Applicant cannot be reached at such address permanently (more than two weeks).

b) Upon reasonable request by DB Netz AG pursuant to section 6.7.2 a) above of the Network Statement, the Applicant must provide security within five banking days after receipt of such

a request by DB Netz AG. The amount of security is determined on the basis of the amount of expected charges for the train paths allocated in the then current month and requested for the next following month. DB Netz AG has the right to examine the security offered by the Applicant and to reject it in case of reasonable objections regarding the security's suitability or fair value. A right of use pursuant to section 2.3.2 of the Network Statement is granted only after suitable and valuable security has been provided.

c) Security may be provided by customary means of security, in particular an irrevocable, indefinite, absolute guarantee of a credit institution with a balance sheet total of at least 1 billion euros and with its registered office in the European Union. Security may also be provided by way of a group guarantee in accordance with sentence one above, to the extent that no doubt exists about the solvency of the group providing the guarantee in accordance with section 6.7.2.a) (1)-(5) of the Network Statement above.

d) The Applicant can avoid the provision of security by making an advance payment. The Applicant must ensure that the amount of advance payment equals the amount of services to be obtained from DB Netz AG.

e) If security is not provided or, as the case may be, advance payment is not made in due time, DB Netz AG has the right to refuse performance without further notice until security is provided or advance payment is made.

f) Monetary security remaining with DB Netz AG will bear interest at the European Central Bank's base rate from time to time. Security must be returned upon request if and to the extent that the conditions for its provision pursuant to sections 6.7.2a) or 6.7.2.b) of the Network Statement are no longer applicable.

g) If the Applicant, after providing security, is in default (section 286 BGB) and does not immediately fulfil its payment obligations under the contractual relationship after a further payment request, DB Netz AG may – without further notice in this regard - use the security to satisfy its claims (cf. section 6.7.2.b of the Network Statement) and assert its claims for the provision of further security in accordance with section 6.7.2a) of the Network Statement. Otherwise DB Netz AG may demand advance payment pursuant to section 6.7.2d) of the Network Statement.

6.7.3 Default interest

In the event of a payment default, the Applicant must pay default interest of 9 percentage points above the base rate determined by the European Central Bank (section 247(1) BGB). In addition, a lump sum of Euro 40.00 is charged together with the first written payment reminder in accordance with section 288(5) BGB.

6.7.4 Advance payments

a) DB Netz AG sends advance payment invoices by the 8th working day in each month. Advance payments are due on the 25th calendar day of the month to which the relevant service relates and must be made to DB Netz AG's account specified in the advance payment invoice. The receipt of the money on DB Netz AG's account is relevant. In the event of a payment default in respect of an advance payment, section 6.7.2 d) of the Network Statement applies. Advance payments made are credited in the monthly final invoice.

b) The advance payment amounts to 50 percent of the expected charge due in the current calendar month. To determine the expected charge due, DB Netz AG uses the charge due in the previous month as a basis unless the Applicant produces prima facie evidence of a material change to the monthly charge (e.g. as a result of reduced services) by the first calendar day of the service month that relates to the advance payment or DB Netz AG is officially aware of such a material change. A material change exists where the expected charge then determined differs by a minimum of 15 percent from the charge in the previous month.

c) At the Applicant's request, which must be notified to DB Netz AG by 15 December of the calendar year preceding the calendar year to which the advance payment relates, the monthly advance payment amount is calculated as 1/12 of the total track access charges of the calendar year preceding the calendar year to which the advance payment relates, if and

to the extent that the Applicant, in the calendar year preceding the calendar year to which the advance payment relates used the same amount of train path kilometres in each month and it is to be expected that the train-path kilometres in the year to which the advance payment relates does not differ materially from the those in the calendar year preceding the calendar year to which the advance payment relates.

6.7.5 Set-off, rights of retention

The Applicant is not entitled to a set-off against counterclaims unless a final and unappealable decision has been made in respect of such counterclaims, they are uncontested or ready for decision in the Applicant's favour.

The Applicant may only refer to a right of retention if and to the extent that the counterclaim is based on the same contractual relationship.

6.8 Federal funding for track access by rail freight transport (SGV)

When train paths are accessed by rail freight transport (SGV), the SGV Access Parties (with the exception of construction machinery runs, measurement runs and rescue trains) receive funding towards the track access charges payable by them from the German Federal Government within the limits of the available budgetary resources. The funding is provided in accordance with the Directive on the funding of rail freight transport by way of pro-rated financing of the approved track access charges dated 12.12.2018 (Funding Directive) (Annex 6.8 to the Network Statement) and the provisions of this Network Statement. The Funding Directive contains the rules specifying the conditions under which funding is granted and how the amount of funding is calculated per market segment.

The funding amounts applicable per market segment kilometre are published on the following web page: www.dbnetze.com/trafoeg. If, in a given budget year, the segment-specific operational volume turns out to be higher than was forecast and taken as the basis for the original calculation, the full funding amount is paid out for the benefit of the SGV Access Parties only for those months in which the Federal funding available for the relevant budget year covers the funding in full. If there is no longer sufficient Federal funding to cover a month of that budget year, the funding amount will be reduced accordingly for all segments. The provisions given below set out the relationship between DB Netz AG and the SGV Access Parties under the Funding Directive in relation to the application for funding, information, requests for the release of funding amounts, and the allocation of funding amounts.

6.8.1 Application and approval for the process

(1) As the end recipient defined in the Funding Directive, the SGV Access Party shall instruct DB Netz AG to apply for funding and allocate the funding amounts on the basis of the Funding Directive. For the 2017/2018, 2018/2019 and following working timetable periods, this instruction shall be issued by means of a formal letter pursuant to Annex 6.8.1 of the Network Statement. Letters of instruction must be sent promptly and solely to

DB Netz AG
Preise und Produkte
TraFöG
Mainzer Landstraße 201-203
60326 Frankfurt a. Main

respectively to

trafoeg@deutschebahn.com.

For the 2017/2018 working timetable period, the letter of instruction must arrive by 23.11.2018 (date of receipt by DB Netz AG) at the latest. For the 2018/2019 and following working timetable period, for the subsequent months of the working timetable period a letter of instruction shall be considered timely if the signed letter of instruction pursuant to Annex

6.8.1 is received by DB Netz AG on or before the 15th calendar day of the month to be funded.

(2) If an SGV Access Party is not permitted to claim any more funding under the Funding Directive, the Access Party must promptly notify DB Netz AG of this in writing (statement of divergence pursuant to Section 7, No. 2 (8), Sentence 3 of the Funding Directive). Statements must be sent solely to

DB Netz AG
Preise und Produkte
TraFöG
Mainzer Landstraße 201-203
60326 Frankfurt a. Main

respectively to

trafoeg@deutschebahn.com.

6.8.2 Order to deduct funding amount from track access charges

The SGV Access Party shall instruct DB Netz AG to apply for the funding on its behalf and to request the release of the funding amount in its name in accordance with the Funding Directive (Section 4 (2) Funding Directive). Furthermore, the SGV Access Party shall give its approval for the contributions granted by the Federal Government to be deducted from the track access charges that are due to DB Netz AG. The funding amounts granted are always deducted when the relevant invoice for track access charges is due, in accordance with Section 6.7.1 of this Network Statement.

6.8.3 Main duties of the SGV Access Party

(1) The SGV Access Party claiming the funding must comply with the conditions of the Funding Directive and the General auxiliary conditions for grants provided for projects (Allgemeine Nebenbestimmungen für Zuwendung zur Projektförderung – ANBest-P), unless the Funding Directive and this Network Statement adopt other regulations.

(2) If these obligations are breached, the SGV Access Party may be excluded from the funding and obliged to repay any funding amounts already awarded (6.8.6 of this Network Statement).

6.8.4 Obligations to inform and give notification

(1) If an SGV Access Party has not complied with a recovery order following a previous decision by the European Commission declaring the inadmissibility of a state subsidy and its incompatibility with the common market, the Access Party shall promptly inform DB Netz AG and the granting authority

Eisenbahn-Bundesamt
Heinemannstraße 6
D- 53175 Bonn

of this in writing. Declarations that relate to DB Netz AG must be sent solely to

DB Netz AG
Preise und Produkte
TraFöG
Mainzer Landstraße 201-203
60326 Frankfurt a. Main

respectively to

trafoeg@deutschebahn.com.

In this event, the SGV Access Party shall not receive any Federal funding under the Funding Directive that could be deducted from the track access charges (Section 3 (3) Funding Directive).

(2) The contributions awarded on the basis of the Funding Directive must not be combined with other state subsidies within the meaning of Article 107 (1) of the Treaty on the Functioning of the European Union (TFEU) or with other Community funding if this combination results in an aid intensity that exceeds the value provided for in Section 107 of the Railway Guidelines (Communication from the Commission – Community guidelines on State aid for railway undertakings (2008/C 184/07)), namely 30% of the total cost of rail transport, and 50% of the eligible costs (Section 6 (3) Funding Directive). The SGV Access Party shall promptly inform DB Netz AG and the granting authority

Eisenbahn-Bundesamt
Heinemannstraße 6
D- 53175 Bonn

of this in writing. Declarations that relate to DB Netz AG must be sent solely to

DB Netz AG
Preise und Produkte
TraFöG
Mainzer Landstraße 201-203
60326 Frankfurt a. Main

respectively to

trafoeg@deutschebahn.com.

A failure to disclose this information will result in the withdrawal of any funding amounts granted under the Funding Directive and in an obligation to repay in full the funding amount deducted from the track access charges for the SGV Access Party concerned (Section 6 Funding Directive).

(3) The SGV Access Party shall expressly agree, pursuant to the German Act to Adapt Data Protection Law to the Regulation (EU) 2016/679 and to Implement Directive (EU) 2016/680 (DSAnpUG-EU) of 30 June 2017, as amended, that the data used for initiating and processing the funding may be forwarded without restriction to the granting authority and may be stored, processed and forwarded without restriction by the granting authority, and that all data connected with the contribution may be made public (Section 4 (4) Funding Directive). Section 30 of the Law on Administrative Procedures (VwVfG) shall remain unaffected.

(4) The contribution awarded within the framework of the Funding Directive is a subsidy within the meaning of Section 264 of the German Criminal Code (Section 6 (1) Funding Directive). The information set out in the implementary regulations of the granting authority, and upon which the granting, awarding, reclaiming, continuation or preservation of the contribution depends, is material for the purposes of the subsidy within the meaning of Section 264 of the German Criminal Code in conjunction with Section 2 of the German Act Against the Misuse of Subsidies (SubvG). The granting authority

Eisenbahn-Bundesamt
Heinemannstraße 6
D- 53175 Bonn
must be informed without undue delay of any facts that preclude the granting, awarding, continuation, claiming or preservation of the contribution, or are material for the reclaiming of the contribution (Section 3 SubvG).

(5) The end recipient is obliged to apply the Federal Government Directive concerning the Prevention of Corruption in the Federal Administration, as amended, by analogy (Section 6 (2) Funding Directive). The Directive can be accessed via the following link:

http://www.verwaltungsvorschriften-im-internet.de/bsvwvbund_30072004_O4634140151.htm

(6) The end recipient is obliged to inform its customers in a suitable way of its use of the funding and of the market segment-specific funding amounts applied, and to factor the contribution into its prices (Section 6 (7) Funding Directive).

6.8.5 Obligations to cooperate and to preserve records

(1) As the awarding authority, the Federal Government is obliged, pursuant to Section 7 (2) of the German Federal Budget Code (BHO), to evaluate the funding measure (Section 6 (9) Funding Directive). The end recipient undertakes to cooperate. By placing the train path order, the end recipient declares itself willing to provide all the information required for the evaluation of the funding programme, while complying with data protection legislation, and to participate in surveys, interviews and other activities that gather data envisaged by the awarding authority for the evaluation. This includes information from the end recipient from case studies pursuant to Section 7, No. 4 (11) Funding Directive on the extent to which its prices, traffic volumes and capital expenditure have changed in light of the contribution. Account should be taken of the fact that this information and these forecasts will be passed on and made public for the purposes of an external evaluation.

(2) The end recipient shall permit an audit by the German Federal Audit Office in accordance with Sections 91 and 100 BHO, and shall make the relevant information available (Section 7 No. 3 (10) c) Funding Directive).

(3) Likewise, the end recipient shall, in accordance with No. 7 ANBest-P, permit an audit by the granting authority and any third parties commissioned by it (Section 4 (3) and Section 7, No. 4 (11) Funding Directive).

(4) All documents in connection with the granting and offsetting of the contribution must be kept safe for at least five years after submission of the report on the use of the funding and presented upon request (Section 7, No. 4 (13) Funding Directive). Retention periods in accordance with other regulations are independent of this.

6.8.6 Reclaiming

If the Access Party does not comply with the provisions of the Funding Directive (Annex 6.8 of the Network Statement) and/or with this Network Statement, the Access Party undertakes to repay the funding amounts received, with interest, to DB Netz AG. The Access Party consents to DB Netz AG relinquishing the repayments and information claimed in accordance with the preceding sentence to the Federal Government. The end recipient or its legal successor undertakes to make all the necessary data and information freely available to the granting authority.

6.8.7 Liability

(1) DB Netz AG shall execute the order of the SGV Access Party with its customary care.

(2) No liability shall be accepted for losses or damage suffered by the SGV Access Party during the execution of the order by DB Netz AG unless legal representatives or senior executives of the contractor can be accused of deliberate intent or gross negligence, or ordinary agents of the contractor can be accused of deliberate intent. This exemption from liability shall not apply in the event of death, physical injury or damage to health. Furthermore, the exemption from liability shall also not apply in the event of a breach of material contractual obligations, i.e. contractual obligations, the observance of which is of particular significance for achieving the purpose of the agreement.

6.8.8 Time period

The Funding Directive allows for funding for all operations performed in the period from 1 July 2018 to 30 June 2023 (Section 1 (4) Funding Directive). With regard to train path access in the period from 1 July 2018 until the entry into force of the Funding Directive, the SGV Access Party shall make the relevant declarations in accordance with Section 6.8 of the Network Statement immediately after the entry into force of the Funding Directive as necessary.