Special Conditions

Use of wagons by SNCF as Railway Undertaking

Contents

Part A - General provisions

Part B - Application of the General Contract for the Use of wagons (GCU)

Article 1 Keeper’s insurance policy
Article 2 Acceptance of wagons
Article 3 Handover of wagons
Article 4 Conveyance of empty wagons used as a means of transport
Article 5 Use of CUV Wagon Note (WN)
Article 6 Handling of empty wagons in the absence of keeper's instructions
Article 7 Recording and handling of damage to wagons
Article 8 Spare parts for repair of damage to wagons
Article 9 Compensation for loss of use in the event of damage to wagons
Article 10 Compensation for loss of use in the event of delayed conveyance of wagons
Article 11 Loss of wagons
Article 12 Scrapping of wagons
Article 13 Information to be supplied to keepers
Article 14 Exchange of wagons between Railway Undertakings
Article 15 Exchange of wagons suitable for variable-gauge traffic across the Pyrenees between an Iberian railway undertaking and SNCF
Article 16 Supplementary provisions relating to damage to wagons, in addition to the GCU
Article 17 Custody of wagon for loading or unloading in a station, known as "stationing"
Article 18 Wagons abandoned by their keepers and left with SNCF as the user RU
Article 19 Relief from liability in the event of third-party fault
Article 20 Reserved

Part C - Additional services offered by SNCF

Article 1 Custody of empty wagon at keeper's request, known as "demurrage on request"
Article 2 Supply of wagons by SNCF
Article 3 Wagon-related services
Article 4 Reserved
Part A - General provisions

1 As regards the use of wagons as a means of transport in both domestic and international traffic, relations between SNCF as the user Railway Undertaking (uRU) and wagon keepers shall be governed by the CUV Uniform Rules to the COTIF 99, the GCU and its appendices, the present Special Conditions, and where relevant, any specific agreements.

2 The handover of a wagon to SNCF shall presuppose that the keeper (or other authorised party) undertakes to uphold in full these provisions, of which the keeper (or other authorised party) undertakes to inform his customers as the consignors and/or consignees of any and all shipments.

3 These Special Conditions shall exclude consignments of empty wagons handed over for carriage as goods (which are covered by CIM consignment notes (CN)), whether or not these consignments are subject to specific rules for acceptance or operation.

4 The keeper (or other authorised party) shall undertake to inform his customers, as the consignors and consignees of any and all shipments, of the present provisions.

5 Keepers which are GCU signatories must have recorded their contact details and the numbers of the wagons in their fleets on the website of the GCU Bureau.

6 The GCU applicable shall be that published on the website of the GCU Bureau.

7 The keeper's wagons shall be marked in accordance with the regulations in force and with the GCU.

Part B - Application of the General Contract for the Use of wagons (GCU)

1 Keeper's insurance policy

1.1 Keepers shall insure themselves against the risks to which they are exposed through the CUV Uniform Rules and the General Contract of Use for wagons (GCU) by subscribing to a third-party (civil liability) insurance policy with a minimum coverage of 15,000,000.00 (fifteen million) Euro per case of damage. The amount stated above shall in no way be taken as representing a limitation of the keeper's liability.

1.2 If SNCF requests it, keepers shall supply documentary evidence of their having subscribed to the aforementioned insurance policy, indicating the amounts foreseen by the policy in terms of coverage and excess, and how long the policy is valid.

2 Acceptance of wagons

2.1 SNCF shall accept only wagons whose keepers are GCU signatories or have concluded with SNCF a specific contract of use. These keepers must have indicated a certified Entity in Charge of Maintenance (ECM) which is listed in the European
2.2 Wagons shall be handed over to SNCF with all their parts in good condition and, if relevant, the "empty-loaded" changeover device in the correct position (depending on each wagon's mass-on-rail) and the air tanks controlling the brake distributor at a pressure of below 5.4 bars. The buffers of wagons handed over to SNCF must have been lubricated using the intended products in accordance with current practice.

2.3 Keepers shall inform shippers of the UIC Loading Guidelines currently in force, with which shippers are to comply.

2.4 SNCF shall examine the fitness for carriage/conveyance of the empty/loaded wagons in the condition it receives them. This visual examination shall be performed at ground level on either side of the wagon, allowing SNCF to check that neither the wagon's infrastructure nor its superstructure presents any manifest defects. SNCF may only be held liable, in whole or in part, for its examination of the wagon prior to the latter's running in service, if it is proved that damage results from a defect on a safety-critical component which existed and was evident during SNCF's examination of the wagon.

2.5 Wagons carrying or having carried dangerous goods shall be accepted subject to the restrictions and conditions defined by the rules and laws in force, specifically the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) and the RID decree (arrêté RID). The information required to satisfy the requirements of these documents shall be supplied by the consignor using the CUV wagon note (WN) or CIM consignment note (CN). SNCF is under no obligation to check the accuracy or completeness of the information supplied.

2.6 SNCF may refuse a wagon which it deems unsafe. It shall inform the party handing over the wagon of the grounds for its refusal. SNCF may refuse a wagon or set of wagons if they are inadequately braked.

2.7 Unassembled bimodal\(^2\) bogies are not accepted as means of transport.

2.8 SNCF shall accept empty or loaded wagons in the locations specified in the conveyance contract (CUV WN) or contract of carriage (CIM CN) respectively: in stations, private sidings, specific station facilities, combined transport terminals, or ports.

2.9 For wagons to be accepted onto private sidings, a service agreement\(^3\) shall be concluded with the sidings' operator which defines the rules and specific provisions.

2.10 In-station acceptance shall take place on a loading/unloading track accessible to customers under the defined legal conditions.

2.11 If during the course of an inspection to determine a loaded/empty wagon's fitness for carriage/conveyance SNCF observes that the wagon has sustained damage, the obvious cause of which is incorrect use of the wagon by the previous user, SNCF shall issue said user with a statement of damage in order for him to recognise his liability. Once signed, this statement of damage shall be attached to the wagon damage report described in point 7 hereafter.

3 Handover of wagons

3.1 SNCF shall hand over empty or loaded wagons in the locations specified in the conveyance contract (CUV WN) or contract of carriage (CIM CN) respectively: in stations, private sidings, specific station facilities, combined transport terminals, or ports.

3.2 For wagons to be handed over on private sidings, a service agreement\(^3\) shall be concluded with the sidings' operator which defines the rules and specific provisions.

3.3 In-station handover shall take place on a loading/unloading track accessible to customers under the defined legal conditions.

3.4 The wagon recipient shall check that the wagons, whether handed over empty or delivered loaded, present no visible

\(^2\) A bimodal system means bogies used for road semi-trailers which run on railway bogies and are registered as wagons. Each bogie is counted as one vehicle. Other than article 5, the provisions of these Special Conditions shall apply to the bimodal system under the same conditions as for wagons, plus any adaptations made in the light of their specific build and use features, if required.

\(^3\) The service agreement is a contract concluded between the operator of the private sidings, which acts as the manager of this infrastructure, and a railway undertaking (in this case SNCF) which operates into the siding; the agreement shall specify the practical and technical conditions for delivering and collecting wagons, as well as the respective obligations and responsibilities of the sidings' operator and the relevant RU.
defects. The wagon recipient shall communicate in writing to SNCF any reserves he has as to the condition of the wagons handed over or delivered, before any wagons are unloaded or reused, and in any event within 8 working days of the delivery/handover. Should he fail to do so, the wagons shall be considered as having been handed over/delivered in good condition.

4 Conveyance of empty wagons used as a means of transport

4.1 Other than the specific cases indicated in article 6 hereafter, SNCF shall only convey empty wagons if these are covered by a CUV wagon note (WN) which has been issued by the keeper or other authorised party. In some cases, a CUV wagon note (WN) may cover several wagons.

4.2 SNCF may draw up CUV wagon notes on behalf of the keeper or other authorised party if specifically instructed to do so, and shall levy the fees listed in the Tariffs (available on the Fret SNCF website at http://www.sncf.com/en/freight/regulations-tariffs-terms); this service may also be provided under a contractual obligation.

4.3 Empty wagons shall be accepted in a fit condition to run, and shall be handed over at stations, on private sidings, specific station facilities, combined transport terminals or at ports.

4.4 In-station acceptance or handover shall take place on a loading/unloading track accessible to customers under the defined legal conditions.

4.5 Unless otherwise instructed by the keeper, SNCF may entrust execution of its services in whole or in part to one or more other user railway undertakings which are GCU signatories.

4.6 The transit period for conveyance shall commence upon acceptance of the wagon(s), which shall be 12 noon on the day of handover at the earliest, and shall conclude upon the first relevant station call following expiry of the transit time foreseen in GCU Article 14.

4.7 The conveyance contract shall end upon handover of the wagon(s) to the consignee. This handover shall be considered effective once the empty wagons are stabled in the agreed location. For workshops, the agreed delivery location is defined by the code of the station serving the workshop (for list of station codes see Tariffs).

4.8 The transit periods for conveyance contracts shall be suspended if conveyance or handover are prevented; this suspension shall commence with the sending to the consignor of the notification mentioned in point 5.5 hereafter, and shall end when conveyance is resumed or the wagon(s) handed over.

5 Use of CUV Wagon Note (WN)

5.1 The arrangements relating to the use of the CUV wagon note (WN) and to execution of the conveyance contract for empty wagons are contained in the CUV Wagon Note Manual (GLW CUV) produced by the International Rail Transport Committee (CIT).

5.2 A specific agreement shall set out the conditions of use for the electronic wagon note (WN).

5.3 In some cases, a CUV wagon note (WN) may cover several wagons. It shall then be accompanied by a list of all the wagons comprising the consignment.

5.4 In some cases, a CIM consignment note (CN) may cover both CIM wagons and goods and empty wagons running as means of transport as per the CUV. The "CIM" box shall be ticked in the consignment note and the following written in box 21: "For wagons identified in the wagon list by the codes NHM 9921.xx or 9922.xx, this CIM consignment note (CN) shall be considered as a CUV wagon note (WN)." The CIM consignment note (CN) shall then be accompanied by a list of all the wagons (empty and loaded) comprising the consignment.

5.5 Any changes to the conveyance during execution shall be communicated in writing to Customer Services. Invoicing shall be based on the new (modified) order. Changes to the destination indicated on the CUV wagon note (WN) shall additionally incur the fees for modification listed in the Tariffs. Further conveyance of an empty wagon once it has reached its destination shall be considered a new conveyance order, and requires a new CUV wagon note (WN) to be completed.

5.6 Should the conveyance or handover of an empty wagon be prevented for whatever reason, an ad hoc notification shall be drawn up and sent to the consignor for instructions within the deadline laid down by the GCU, in line with CIT rules.

6 Handling of empty wagons in the absence of keeper’s instructions

6.1 If a wagon is handed over empty to SNCF by the operator of private sidings, or if an empty wagon is left with SNCF at
the end of the custody period during which it is said to be “stationed”, and if the keeper has given no instructions for its conveyance or placing in “demurrage on request”, SNCF shall record the wagon as “stationed”. The time it spends stationed shall be invoiced to the keeper (or other authorised party).

6.2 Should SNCF be invoiced specific stabling charges for the wagon (by a port, infrastructure manager, etc.), these charges shall be re-invoiced to the keeper.

6.3 Should charges as per point 6.2 above be charged, point 6.1 shall not apply.

6.4 The above provision shall not apply should there be an agreement between the keeper and SNCF to use alternative procedures.

7 Recording and handling of damage to wagons

7.1 The wagon damage report sent to the keeper shall, if necessary, represent a request for instructions. In the cases provided for by the GCU, an overhaul notification shall be sent electronically to the keeper.

7.2 Should the carriage or delivery of a loaded wagon be prevented for whatever reason, an ad hoc notification shall be drawn up and sent to the authorised user for instructions within the deadline laid down by the GCU, in line with CIT rules.

7.3 SNCF shall perform (or have performed), in a workshop or other facilities outside of a workshop, those repairs necessary to restore wagons to a condition fit for service and - if possible - for use. The costs of conveying the wagon or costs of transporting the repair team shall be borne by the party which caused the damage. These repairs shall be performed in line with the rules in article 19 and GCU Appendix 10. SNCF shall apply the provisions of GCU Appendix 13.

7.4 When the cost of repairs performed for SNCF by an auxiliary is to be borne by the keeper, this cost may be invoiced to the keeper directly by said auxiliary.

7.5 The 850-Euro limit set out in GCU article 19 is understood to be for the total cost of repair, not including associated costs.

7.6 When, in the event of damage to a loaded wagon, it is necessary to transship the loaded goods (at the shipper's request or in order to repair the wagon or to protect the goods, etc.), the costs of this transshipment shall be borne by the party which caused the damage.

7.7 When, in order to perform repairs (or have them performed) SNCF must clean the wagon (or have it cleaned), the cleaning costs shall be borne by the party which caused the damage.

7.8 In the event of an incident involving a wagon, and if SNCF submits a substantiated request for him to do so, the keeper shall supply initial information within three days, including any temporary measures taken; the keeper shall then supply within one month a report containing his analysis and describing the measures taken to prevent such an incident occurring again.

7.9 When, in application of GCU article 22.4, the liability principles defined in GCU Appendix 12 are invoked, SNCF shall where necessary order a brake test to be performed prior to repair, in line with the standards in force. The costs of this test shall be allocated in line with the rules in Appendix 12, in the same way as the costs of repairing the damage.

7.10 "Dispute agreements" concluded between SNCF and one or more keepers may derogate from GCU rules as regards the handling of some types of damage to wagons.

7.11 Following repair, the wagon shall be conveyed to its initial destination, unless orders to the contrary are received from the keeper through the ad hoc contract of carriage (CIM consignment note (CN) or CUV wagon note (WN)).

8 Spare parts for repair of damage to wagons

8.1 Regarding wheelsets, SNCF offers keepers only the procedure set out in GCU Appendix 7, Part A, point 3.4 (ordering using form Hr).

8.2 Should wagon parts or components for the repair of damage ordered using form H/Hr be received late, the keeper may be billed the occupancy charges for workshop tracks, as provided for by the GCU. These charges shall be billed directly by the auxiliary performing the repair, when these parts are delivered more than 20 full days after the date on which form H/Hr was sent (not including the day of delivery of the parts). The charges shall be billed using code “VOIE” (“track” in French) on the basis of a daily rate per wagon listed in the Tariffs, though only where the keeper is liable for the damage.

8.3 When SNCF replaces an wheelset or has one replaced, the damaged wheelset shall be returned to the keeper under the
latter's responsibility and in accordance with his instructions.

9 Compensation for loss of use in the event of damage to wagons

9.1 The provisions of GCU articles 10 and 23.2 and of GCU Appendix 6 shall apply as described hereafter with regard to the commercial services offered by SNCF. This point shall not apply if a specific after-sales agreement is concluded with the keeper.

9.2 If damage to the wagon or its parts is attributable to SNCF (whether or not the repair is performed by SNCF), SNCF may, in addition to bearing the cost of the repairs in line with the provisions of the GCU, pay the keeper (upon production by the latter of an invoice) compensation for loss of use (damage), which shall be calculated in line with the provisions below. This compensation may not be combined with that provided for under point 10 below. All other compensation is excluded.

9.3 The amount to be paid in compensation for loss of use (damage) shall be calculated in Euros by full day of loss of use (business days, excluding Saturdays) by multiplying the wagon's overall length in metres by the “factor” in the table in GCU Appendix 6 corresponding to the wagon type (designation represented by a letter).

9.4 The keeper shall prove the overall length of his wagon by supplying the appropriate diagram.

9.5 In this case compensation for loss of use shall be counted from the day after the wagon was “detached” (within the meaning of GCU Appendix 9), as recorded in the wagon damage report, until the day of its replacing in service.

9.6 However, for any wagon marked with the "K label" (within the meaning of GCU Appendix 9), compensation for loss of use shall be counted from the day on which the wagon entered the workshop for repair, as indicated by the RU which caused the damage.

9.7 When calculating compensation, the period of loss of use shall be suspended in the following instances:

- 9.7.1 between the day on which the spare parts featured on the H or Hr form were ordered and the day on which they were received;
- 9.7.2 between the day on which notification of circumstances preventing carriage/conveyance (CIT 8) or notification of circumstances preventing delivery/handover (CIT 9) was sent and the day on which the instructions from the authorised party were received;
- 9.7.3 between the day on which the wagon was sent to a workshop for additional repair work and the day of its replacing in service, if the keeper has ordered this transfer.

9.8 These arrangements shall apply to damage occurring from 1 January 2015; the date of the damage report shall be considered authoritative in determining this. Prior to 1 January, the Special Conditions in force on the date on which the damage report was made out shall apply.

9.9 In lieu of this flat-rate compensation, the keeper may claim for the real cost of damage in the shape of loss of use. If he does so, he shall submit the necessary documentary proofs to SNCF (SAV WAGONS).

10 Compensation for loss of use in the event of delayed conveyance of wagons

10.1 The provisions of GCU articles 10 and 13.3 shall apply as described hereafter with regard to the commercial services offered by SNCF.

10.2 If SNCF is responsible for the transit time for a loaded or empty wagon being exceeded, SNCF may pay the keeper flat-rate daily compensation per full day of delay; this shall be independent of any compensation due for exceeding the delivery deadline for the loaded goods.

10.3 This compensation is set at:

- 5.00 EUR for wagons of the following types:
  - covered refrigerated bogie wagons with a payload equal to or greater than 30 t in category C;
  - bogie wagons for the carriage of gases;
  - other bogie wagons with a payload equal to or greater than 40 t in category C;
  - double-deck wagons with more than two axles for the carriage of automobiles;
  - wagons with four independent axles and a payload equal to or greater than 40 t in category C;
- 4.00 EUR for other wagon types.

10.4 Other than any compensation due for exceeding the delivery deadline for the loaded goods, no compensation shall be paid to any party other than the keeper in the event of the transit time for an empty or loaded wagon being exceeded.
11 Loss of wagons

11.1 All search requests for lost wagons shall be made by the keeper and sent to SNCF by registered post with confirmation of receipt, accompanied by the relevant documentary proof.

11.2 The search period for the wagon (GCU article 20) shall commence upon receipt of this letter by SNCF.

11.3 Should the wagon remain lost at the end of this period, SNCF shall compensate the keeper, as provided for by GCU Appendix 5, upon production by the latter of a claim for compensation and a certificate of the lost wagon’s deletion from the records of the National Safety Authority (NSA) which registered the wagon.

12 Scrapping of wagons

12.1 For any wagon which cannot be cost-effectively repaired as per the terms of the GCU, the keeper shall cede to SNCF the right to scrap said written-off wagon, unless he wishes to keep it.

12.2 SNCF shall then send the keeper a scrapping certificate.

13 Information to be supplied to keepers

13.1 In application of GCU article 15, SNCF shall email keepers the information necessary to the upkeep of their wagons.

13.2 Keepers wishing to obtain this information, whether they are GCU signatories or not, shall register with SNCF by supplying an email address and a list of the wagon numbers for their fleet. Keepers shall keep this list updated and send the latest version to SNCF at the beginning of each quarter.

13.3 Keepers are responsible for emailing all this information to SNCF at the following address: Fret.infodetenteur@sncf.fr

13.4 SNCF may supply keepers with any other information, if feasible and contractually agreed.

14 Exchange of wagons between Railway Undertakings

SNCF documents its wagon exchanges with other railway undertakings, which are legally enforceable vis-à-vis keepers.

15 Exchange of wagons suitable for variable-gauge traffic across the Pyrenees between an Iberian railway undertaking and SNCF

15.1 SNCF shall accept for this exchange all wagons suitable for such traffic, whoever their keeper. Before dispatching empty or loaded wagons, an exchange agreement shall be defined between the chosen Iberian railway undertaking and SNCF.

15.2 SNCF shall perform wheelset changeovers using the specialist facilities located at the stations in Cerbère (border point: Cerbère/Port Bou) and Hendaye (border point: Hendaye/Irun) for consignments running South-North.

15.3 For consignments running North-South, the changeover shall be performed at the same stations by the transferee Iberian railway undertaking.

15.4 SNCF shall supply no standard-gauge or broad-gauge wheelsets for such changeovers. The keepers of the wagons accepted for exchange shall provide the necessary wheelsets, whether directly or indirectly, when their wagons pass through these specialist facilities.

15.5 In application of the first bullet-point of CIM article 16, paragraph 3 a), the transit period shall be extended by an additional 25 hours.

15.6 The wheelset-changeover fees to be collected by the RU in charge of changing the wheelsets shall be coded 12 or 105071 on the CIM consignment note (CN) or CUV wagon note (WN), and shall be contractually agreed.

16 Supplementary provisions relating to damage to wagons, in addition to the GCU

16.1 In the event of a braking incident or a “hot box” being detected on a wagon fitted with tyred wheels, SNCF shall detach said wagon for examination of the wheels and axles concerned, and shall request that the parts recognised as defective be replaced.
16.2 For wagons on which a "hot box" has been detected, when this detection is not confirmed by the train driver, SNCF shall nonetheless organise an axle change at an appropriate SNCF workshop ("Technicentre"), at its own cost.

16.3 For wagons (fitted with ingress/egress steps or ladders of a height greater than two metres above the level of the rail) whose "high voltage" warning plates do not comply with the rules in GCU Appendix 11 or which do not have such a plate, SNCF shall, where possible, rectify this irregularity (code 6.1.1.10) without stopping the wagon. If this is impossible, and if the marking on the wagon does not comply with the rules in force, SNCF shall place a "K label" on the wagon, accompanied where necessary by a specific warning label, and shall let the wagon (empty or loaded) continue its journey, leaving the keeper to organise the repair thereof prior to reloading. Failing this, or if the wagon must be handed over to another user railway undertaking, the wagon shall be stopped for repair.

17 Custody of wagon for loading or unloading in a station, known as "stationing"

17.1 Wagons placed on dedicated loading/unloading tracks in stations are in SNCF custody. Their status is said to be "stationed". The customer shall complete loading/unloading within a time limit (time limit and conditions indicated below).

17.2 Beyond this time limit, wagons left in SNCF custody will be billed for.

17.3 The "stationing" period starts on day D, at the moment the empty or loaded wagon is handed over (if during station opening hours), or at the time the station opens (if outside of station opening hours), and ends the following day (D+1) at 24:00, where D = day of handover as per article 6.1.3 (Saturdays and non-business days not included). A fixed extension period of 24 hours shall be granted when both unloading and loading take place.

17.4 The rolling stock is considered to have been handed back from the moment the customer indicates in writing that the loading/unloading is finished (wagon release advice).

17.5 In the event that the customer is unable to hand back the rolling stock within the period specified in point 17.3 above, SNCF shall continue to take custody of the wagons in return for fees calculated in accordance with point 17.6 hereafter.

17.6 These fees shall be billed to the consignor (loading) or consignee (unloading) for the period from D+2 (starting at 00:00) until the day the wagon is collected (this day included). Invoicing units are full days, Saturdays and non-business days excepted. The units to be invoiced shall be counted as of D+2 at 00:00, D being the day of handover as per point 17.3 above, until the day the wagon is collected (this day included). Unit prices are set in the Tariffs (available on the Fret SNCF website at the following address: http://www.sncf.com/en/freight/regulations-tariffs-terms). The invoice (excluding VAT) shall amount to the unit price multiplied by the number of invoicing unit(s).

18 Wagons abandoned by their keepers and left with SNCF as the user RU

18.1 Where a wagon has been abandoned in SNCF custody by its keeper (no wagon note, no response to a damage report, to a quote for repairs or to a CIT 8/CIT 9, no payment, etc.), SNCF shall report this to and request instructions from the keeper via registered letter with acknowledgement of receipt.

18.2 If no response is received within six months, the keeper shall be sent a second registered letter with acknowledgement of receipt.

18.3 Once a year has passed since the sending of the first registered letter, SNCF shall scrap the abandoned wagon and sell the scrap.

18.4 The proceeds of the sale, minus the costs sustained by SNCF, shall remain available to the keeper until three years after the date of sending of the first registered letter.

19 Relief from liability in the event of third-party fault

In application of GCU article 22.2, should a wagon sustain damage due to a third-party fault, SNCF as the user RU is entitled to produce, as evidence supporting the damage report, any document produced and signed by this third party in which the latter explicitly recognises its culpability in the occurrence of the damage.
Part C - Additional services offered by SNCF

Under contractually-defined conditions, SNCF offers the following services:

1 Custody of empty wagon at keeper's request, known as "demurrage on request"

1.1 When a wagon must be returned empty without being used or conveyed elsewhere to perform carriage, the keeper may have the wagon placed in demurrage.

The keeper shall request this directly in writing from the destination station of the wagon's last run, upon its delivery there at the latest, specifying for how long he wishes the wagon to be placed in demurrage.

This offer is not open to empty uncleaned tank wagons or wagons for the carriage of goods in bulk. For these wagons, the keeper shall certify that they have been cleaned in line with the rules in force, stating where and when they were cleaned.

1.2 At the keeper's request, SNCF may, availability permitting, agree to keep these wagons "in demurrage" on any track within the destination station of their last run; if so, SNCF shall see that they are returned to their keeper at this station.

If it is impossible to keep them in demurrage in this station, SNCF may keep them at a different station, subject to the keeper's agreement and feasibility permitting.

The conveyance of wagons shall be covered by a CUV wagon note (WN), charges paid, to be issued by the wagons’ keeper.

Location and service restrictions may be defined for the demurrage requested for wagons which have been carrying dangerous goods.

The keeper is entitled to claim back a wagon in demurrage. If the station is still open when this request arrives, the wagon shall be returned by the time the station opens on the third day following that on which the request was received; if the station has shut by the time the request arrives, this period shall be extended by one day.

The day on which the wagons are dispatched shall not be counted as a day in demurrage.

A wagon which has previously been in demurrage and which is returned to its keeper at the station shall be subject to the stationing charges (see point 16 – Part B) defined in the Tariffs; these shall be calculated from the end of the loading period until the day on which the loaded wagon is returned accompanied by a contract of carriage.

1.3 For various operations-related reasons, SNCF reserves the right to return a wagon or wagons in demurrage to their keeper forthwith, however long they have been in demurrage. SNCF shall inform the keeper of this by registered letter with acknowledgement of receipt.

The keeper shall have a maximum of six weeks from the date of sending of this letter to take possession of his wagons at the station where they were in demurrage. Once this period has passed, any wagons not recovered by their keeper shall be handled as per the conditions of point 6 – Part B above.

1.4 The fees collected are defined in the Tariffs. These fees shall be collected from the party requesting demurrage of the empty wagon.

As part of a "minimum time in demurrage" programme agreed prior to the wagons being placed in demurrage, the conditions of application for these fees, including the amount they represent, shall be agreed by contract.

The costs of the additional shunting required to marshal or group the wagons shall be invoiced to the requesting party on the basis of the time it takes to perform it; justification of expenditure to be supplied by SNCF.

1.5 The GCU shall apply to the execution of these services.

2 Supply of wagons by SNCF

2.1 On request, SNCF may supply wagons for specific journeys, or for a defined period.

2.2 The terms and conditions are set out in the Special Conditions for the supply of wagons.

3 Wagon-related services

SNCF offers "wagon-related" services, in particular for managing wagons’ return empty runs.