

## RULES

### for levying an access and use charge and a charge for requested and unused capacity, deadlines for drawing up reports, protocols, making claims, issuing invoices and payment methods

#### I. General provisions

These rules are applied in the access and use of the railway infrastructure managed by SE NRIC by Railway Undertakings (RUs), in connection with levying the access and use charge and the charge for requested and unused capacity, as well as regulate the manner and terms for preparing reports, protocols, making claims, issuing invoices, and the method of payment of the charges due by the RUs on the invoices issued by SE NRIC.

1. The access and use charge including the charge for passing and the charge for use of the traction electrical supply equipment do not depend on the train type and are equal for all railway lines of the railway infrastructure. The passing charge depends on the actually run kilometers, as the measurement units are gross ton kilometers and train kilometers. The charge for use of traction electrical supply equipment depends on the actually allocated and used electricity in megawatt hours (MWh) of the respective train number.

2. The charge for requested and unused capacity is paid to SE NRIC by the RU, expressed in train kilometres. The charge is paid for the dates, days or periods of non-use of the requested capacity, expressed in train kilometers.

3. In case the path and its corresponding train number are used only in part of the route, the RU pays SE NRIC the charge under item 2 for the part of the unused capacity, expressed in train kilometres.

4. The charge under the above item 2 and item 3 is not paid by the RU in the event that the non-use of the requested capacity is due to SE NRIC, as well as in the cases under section II, item 5 in connection with section II, item 3.

5. The due charge for access and use is paid by the 15th of the month following the month for which it is due according to invoices issued by SE NRIC.

6. For the due access and use charge and the charge for requested and unused capacity, SE NRIC prepares a protocol(s) in two copies, one for each of the parties.

7. After the procedures set out in section II, the protocol(s) prepared under the above-mentioned item 6 shall be sent for signing by SE NRIC to the RU via mail or courier.

8. Depending on the needs of the parties in compliance with the procedure of the present rules, one protocol could include more than one of the services, for which the respective charges and prices are due.

9. No infrastructure charges are collected for the traffic of the restoration and fire safety trains or locomotives determined for restoration of the discontinued train traffic and in case of natural calamities.

10. For RUs with a management address that does not allow compliance with the deadlines under section II, it is possible, upon additional agreement, to sign the protocol(s) by sending an e-mail or fax. The originals of the protocols shall be sent to the RU and returned by the RU via mail or courier.

#### II. Procedure of reporting and determination of the due charge for access and use and the charge for requested and unused capacity.

1. Annually, until **November 15th** SE NRIC and the RUs sign the “List of regular trains” for the relevant period of validity of the train timetable (TT). The list is prepared by SE NRIC,

through the Train Performance Management System (TPMS), on the basis of the submitted annual requests for capacity allocation and the developed annual TT.

2. Through the list of regular trains for each train are determined:

2.1. The contracted capacity from an origin station to a destination station;

2.2. The tariff distance of the agreed capacity;

2.3. The period of use of the agreed capacity – daily, for (a) specific period(s) (from date to date) for (a) specific day(s) or date(s).

3. Monthly, by the **17<sup>th</sup> day** of the current calendar month, through TPMS, the RUs declare to SE NRIC the need to cancel any capacity allocated by TT for the next calendar month and/or by a date specified by the RU.

4. By the **24<sup>th</sup> day** of the month, the Train Traffic and Capacity Management Division at SE NRIC, through TPMS, prepare a list of the approved requests under item 3 for changes and/or additions to the list under item 1, related to the necessity of its change in accordance with the requests under items 3 and 7 and send it for signing to the RUs.

5. By the **27<sup>th</sup> day** of the month, the RU signs and returns to the Train Traffic and Capacity Management Division at SE NRIC the prepared list under item 4 containing the satisfied changes and/or additions to the list under item 1.

6. In the event that it is not mentioned otherwise, after the end of the month, the period of use of the agreed capacity is according to the one originally established under item 1.

7. If necessary, depending on the irregularity, the nature and the need for additional carriages, additional capacity can be requested in the TT, through TPMS, according to the established terms. The parameters of the requested additional capacity and the period of use are given in the request for additional capacity.

8. On the basis of the list under item 1 and the approved changes and/or additions under item 5 and item 7, TPMS daily prepares a report on the requested and unused capacity, which is available in the profile of the RU in TPMS.

9. Within **3 (three) working days** after the report prepared by TPMS under item 8, in case of disagreement, the RU submits a claim, stating its notes on any inaccuracies and inconsistencies in the data of the report prepared by TPMS.

10. The RU presents its claims under item 8, in connection with item 9, through the functionalities of TPMS.

11. In the event of non-sending of reasoned notes by the RUs within the time limit specified in item 9, TPMS automatically excludes the possibility of submitting such, as the data in the reports prepared by TPMS are accepted for calculating the charge due for requested and unused capacity, according to item 8, except in the cases under item 26.

12. The due charge for the requested and unused capacity for each RU is calculated by TPMS, after the end of the reporting month, based on the actual unused requested capacity, expressed in train kilometers.

13. On the basis of the entered data on the actual movement of the trains, TPMS prepares a report on the realized train work for a period, from date to date. The report contains data for all trains entered and completed at 8:00 a.m. on the current day in the time range from 0:00 a.m. to 11:59 p.m. of the specified period. The reference is available in the profile of the RU in TPMS.

14. Within **3 (three) working days** after the report prepared by TPMS on the train work carried out under item 13, for the trains included in it, the RU, in case of disagreement, sends a claim, stating its notes regarding inaccuracies and inconsistencies in the data of the report prepared by TPMS.

15. The RU presents its claims under item 14, in connection with item 9, through the functionalities of TPMS.

16. In the event of non-sending reasoned notes by the RUs within the period specified in item 14, TPMS automatically excludes the possibility of submitting such, as for calculating the charge due for passing, the data in the daily detailed reports prepared by the TPMS are accepted, according to item 13, except in the cases according to item 26.

17. The due charge for passing for each RU is calculated by TPMS after the end of the reporting month, based on the actually realized train kilometers and gross ton kilometers.

18. Summarized information on the work performed by the trains that have passed and on the requested and unused capacity, as well as on the charges due under item 12 and item 17, are available in the profile of each RU in TPMS.

19. Until **the 7th day** of the month following the month, for which the charge levied by the State Railway Infrastructure and the charge for requested and unused capacity of the Train Traffic and Capacity Management Division at SE NRIC, through the functionalities of the TPMS, prepares protocol/s for the produced train kilometers, gross ton kilometers and for the requested and unused capacity, containing the corresponding amounts due for the passing charge and the charge for requested and unused capacity.

19.1. The protocol(s) prepared through the functionalities of the TPMS shall be sent to the official e-mail address of the RU designated for correspondence between the parties.

19.2. Within **3 (three) working days** as of the receipt of the protocol/s under item 19.1, the RU shall send to the official e-mail of SE NRIC, agreed by the Parties for official correspondence, a confirmation about the content of the latter and if there are some objections, it shall set them out together with the respective justification.

20. Until **the 7th day** of the month following the month for which the fee for the use of power supply equipment for traction electricity, charged by SE NRIC, is due:

20.1. The “Electricity distribution” division at SE NRIC of the prepares and sends to the official e-mail of the RU, designated for correspondence between the parties, a protocol(s) for the actually distributed and consumed electricity, including the corresponding amounts due;

20.2. SE NRIC reports the means of commercial measurement of the CLIENT’s sites for each settlement period;

20.3. The received measured values and substitute data can be disputed by the CLIENT and through the coordinator of the balancing group before SE NRIC within one working day of receiving the data. SE NRIC performs a check and confirms or corrects the measured values. Undisputed values within this period are considered confirmed by the CLIENT;

20.4. All measured values, including those that have been subject to change, according to the previous paragraph, will be considered by the electricity system operator to be confirmed by the parties no later than the eighth day of each calendar month following the reporting month, and will become confirmed measured values.

21. Within **up to 2 (two) working days** after the completion of the procedures under item 19 and item 20 and based on the prepared protocol(s), SE NRIC issues an invoice(s) to the RU for the due fees.

22. The payment of the fees due by the RU shall be made to the bank accounts specified in the invoices under item 21.

23. In case of inaccuracies detected by the RUs in the data registered by SE NRIC regarding the passing charge and/or the charge for requested and unused capacity, outside of the deadlines specified in the TPMS for submitting claims and in the case of confirmed protocols according to the procedure under item 19:

23.1. the RU signs the protocols prepared by SE NRIC and accepts for payment the fees on the invoices issued based on them, and in a letter the inaccuracies found in the protocol(s) prepared by SE NRIC are stated in a justified and specific manner.

23.2. In the case under item 23.1. after a check, errors or discrepancies in the due fees are found, reflected in the signed protocols, a new protocol is drawn up for the detected differences, based on which a debit/credit notice is issued.

24. In the cases under item 9 and item 14, SE NRIC accepts, partially accepts or rejects the claims made.

25. The accepted and partially accepted claims by SE NRIC under item 9, item 14 and item 26 amend the reports prepared by TPMS under item 8 and item 13.

26. TPMS provides an opportunity to the RUs, **only in cases** of claims made within the terms of item 9 and item 14 and a claim denied or partially accepted by SE NRIC, to resend supplemented, reasoned notes, within a period of **1 (one) working** day of the rejected or partially accepted claim by SE NRIC.

27. After expiration of the period of 1 working day under item 26, TPMS automatically excludes the possibility of submitting reasoned notes, and the data under item 8 and item 13 are accepted for calculating the due fees.

28. The argued notes under item 9 and item 14 are considered and processed by the Train Movement and Station Activity Management divisions. The argued notes under item 26 are considered and processed by the Train Traffic and Capacity Management division.

29. In the case of inconsistencies in the references under item 8 and item 13 established by the employees of SE NRIC, without a claim made by the RU under item 9 and item 14, SE NRIC reserves the right to change the same. The information about the change made by SE NRIC is available in the profile of the RU. Within **3 (three) working days** from the change made by SE NRIC, the RU can make a claim regarding the registered data.