

TRACK ALLOCATION CONTRACT

(Track Allocation Contract)

concluded between

Schieneninfrastruktur-Dienstleistungsgesellschaft mbH, FN 261480 f, Lassallestraße 9 b, 1020 Vienna, hereinafter referred to as SCHIG,

acting on behalf and on the account of

Graz-Köflacher Bahn und Busbetrieb GmbH, Köflacher Gasse 35-41, 8020 Graz, hereinafter referred to as GKB,

and

the entity entitled to track capacity (non-railway undertaking) _____, hereinafter referred to as [the] NRU, acting in its own name and on its own account,

1. Subject matter

1.1 GKB operates an integrated railway undertaking as defined by Article 1c of the Federal Railways Act (*EisbG*), as published in the Federal Law Gazette (*BGBI.*) No. 60/1957, as amended. The role of the allocation body, as defined by Article 62 of the Federal Railways Act, in terms of the railway infrastructure of GKB, is undertaken by SCHIG on the basis of the agency agreement concluded between SCHIG and GKB dated 21 January 2005.

1.2 The NRU is a natural person or legal entity such as a public authority as defined by Regulation (EC) No 1370/2007, shipper, forwarder or a combined transport operator which has a joint or a sole commercial interest in purchasing track capacity (as defined by Article 57a (2) of the Federal Railways Act).

- 1.2 The contract covers the track capacity specified in Annex 1. The NRU is entitled and obliged to transfer this track capacity to a railway undertaking (RU). The use of the track capacity for any other form of rail transport services other than those specified in the request for track capacity, as well as the assignment of track capacity to other entities entitled to track capacity, is not permitted.
- 1.3 Any violations of Point 2.1 may lead to the NRU being excluded from the allocation of track capacity for one network timetable period. (Article 63 (4) of the Federal Railways Act).

2. Assignment of the route to the RU

- 2.1 The RU, in accordance with Point 1.2, is to be advised to GKB and/or SCHIG by the NRU

- no later than 30 days before the first day of the allocated track capacity,
- no later than at the time of the application in as far as the first day of the allocated track capacity is within 30 days of the application

. The NRU shall assign the track capacity to an RU which complies with the preconditions defined under Point 2.2 of the NWS and which holds a valid infrastructure usage contract for the infrastructure of GKB.

- 2.2 If the track capacity is assigned to the RU only for a defined period within the timetable period, or should this arrangement be terminated prematurely, the NRU may assign the track capacity to another RU, subject to compliance with Points 1.2. and 2.1 above.
- 2.3 In as far as the NRU fails to comply with the deadlines defined under Point 2.1, then the relevant routes shall no longer be covered by the contract and shall therefore again be readily available.

3 Remuneration

The compensation payable for the track capacity shall be invoiced to the RU in accordance with the provisions of the INV, with the NRU being jointly liable for the payment of the compensation.

4 Contractual term

This contract shall come into effect for timetable period on and shall remain in effect until and terminate automatically on this date without the need to be specifically terminated. The terms and conditions set out in the standard terms and conditions of the Infrastructure Usage Contract (AGB, Annex 2), as amended, shall also apply.

5 Other provisions

5.1 The following annexes constitute integral elements of this contract:

5.1.1 Annex 1: Network Statement (NWS)

5.1.3 Annex 2: Infrastructure Usage Contract for NRUs

5.2 The RU hereby confirms receipt of a copy of the NWS (Annex 1) and the Infrastructure Usage Contract NRU (Annex 2) upon which this agreement is based.

5.3 Any fees and duties incurred in connection with the setting up and performance of this contract shall be borne by the RU even in the event that payment of these is prescribed on the part of SCHIG or GKB.

5.4 No verbal side agreements exist alongside this agreement. Any and all amendments or supplements to this contract and its annexes are to be committed to writing and signed by both parties hereto in order to be legally binding. The same shall also apply to any waiver of this requirement to commit to writing.

5.5 Three copies of this contract shall be prepared, one of which shall be received by GKB, SCHIG and the RU respectively.

Annex 1:

NETWORK STATEMENT (NWS)

The NWS of GKB can be accessed on the Internet at .

Annex 2:

INFRASTRUCTURE USAGE CONTRACT for NRUs

On the basis of Points 1 to 5 of the Track Capacity Contract dated _____ concluded
between

Schieneninfrastruktur-Dienstleistungsgesellschaft mbH, FN 261480 f, Lassallestraße
9 b, 1020 Vienna, hereinafter referred to as SCHIG,

acting on behalf and on the account of

Graz-Köflacher Bahn und Busbetrieb GmbH, Köflacher Gasse 35-41, 8020 Graz,
hereinafter referred to as GKB,

and

the entity entitled to track capacity (non-railway undertaking) _____, hereinafter referred to
as [the] NRU, acting in its own name and on its own account,

hereby agree the following details:

For the contractually relevant network timetable period, the track capacity listed under
Point 6 on the following routes (Point 1) shall be allocated on the basis of the data (Point 2)
disclosed by the NRU.

1. Route(s)

Route xxx- xxx	Direction 1
Route xxx- xxx	Direction 2

2. Days and time of operation

Day(s) of operation	Departure	Arrival	Specifics

3 Train parameters

3.1. Type of service

Passenger services	
Freight traffic	

3.2. Train composition / equipment

Composition	xxx
Traction type	xxx
Max speed	xxx km/h
Train length	xxx m
Train weight (empty)	Xxx tonnes
Breaking percentage	xxx
Continuous train protection	Yes/No
Intermittent train protection	Yes/No
Train radio	xxx
Signal system	xxx
Pressure resistance	Yes/No
Emergency brake override	Yes/No
Loudspeakers on the train	Yes/No

4 The NRU makes reference in accordance with Point 2.1 to the track capacity contract of the following RU

Route xxx, from xx.xx.xxxx to xx.xx.xxxx, the RU xxxxxx

5 Contact person

5.1 SCHIG designates as its permanent contact (office):

Graz-Köflacher Bahn und Busbetrieb GmbH,

Köflacher Gasse 35-41

8020 Graz

Tel.:

Fax.:

Email:

5.2 The NRU designates as its permanent contact (office):

5.3 SCHIG designates as its permanent contact (office):

SCHIG mbH

Rail Infrastructure Service Department

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6. List of track capacity