DB Netz AG Network Statement (NBN 2024)

Valid from 10.12.2023

DB Netz AG

Headquarters

I.NBN

Version Control

Date	Modification
11.12.2022	Amendment of Network Statement (NBN) 2023 as at 10.12.2022 (First publication of the NBN 2024)
19.01.2023	Amendment of the regulations of Framework Agreements (Sections 3.3.1; 4.4; 4.4.1; 4.4.2 u. 4.4.3) by provisional entry into force
09.02.2023	Amendment of Section 4.2.1.2 „Amending Applications" by provisional entry into force
09.02.2023	Amendment of Section 4.2.1.7.1 „Coordination Process (First Phase of Working Timetable Compilation)" by provisional entry into force
09.02.2023	Amendment of Section 4.2.1.8 „Dispute Resolution Process (First Phase of Working Timetable Compilation)" by provisional entry into force
24.02.2023	Amendment of Section 7.3.1.4.1.2 „Calculation of Annual Charges in Case of Uninterrupted Contractual Relations as well as in the Case of the Adoption or Allocation of a Viable"
03.03.2023	Amendment of Section 4.2.1.18 „Check for Provision of Surplus Capacity according to Article 56 (3) ERegG" incl. Subsections by provisional entry into force
03.03.2023	Amendment of Section 6.3.4 „Operational Priority of EnKo Train Paths" by provisional entry into force
30.03.2023	Amendment of NBN 2024 due to the decision of the Federal Network Agency on DB Netz AG's application for approval of the charges and charging principles for providing the minimum access package with effective from 10.12.2023 (TPS 2024)
13.04.2023	Amendment of Section 4.2.1.18.3 „Determination of the Capacity Reserves to be Maintained in the Working Timetable" by provisional entry into force
05.05.2023	Amendment of Section 5.3.2.11 „Market Segments with the Suffix „Express"
05.05.2023	Amendment of Section 5.6.5.1.1 „Automatic Reduction"
26.05.2023	Amendment of Section 4.2.1.18.4 „Allocation of Available Capacity Reserves for Ad Hoc Services"
26.05.2023	Amendment of Section 7.3.1.6.1.5 „Timing of the Application"
02.06.2023	Amendment of Section 3.3.4.4.4
02.06.2023	Amendment of Section 7.3.1.4.1.2 „. Calculation of Annual Charges in Case of Uninterrupted Contractual Relations as well as in the Case of the Adoption or Allocation of a Viable Alternative"
02.06.2023	Amendment of Section 7.3.1.6.1.5 „Timing of the Application"
02.06.2023	Amendment of Section 7.3.1.6.1.9 „Capacities Required for Own Need"
02.06.2023	Amendment of Section 7.3.1.6.3 „Allocation of Usage Objects in Service Facilities"

Date	Modification
02.06.2023	Amendment of Section 7.3.1.6.3.1.2 „Decision Process“
11.06.2023	Amendment of Section 5.7.4.1 „Correction Procedure“ by provisional entry into force
27.06.2023	Amendment of Sections 1.6.1 “Contacts at DB Netz AG” and 1.6.2 “Contacts of International RIUs”
27.06.2023	Amendment of Sections 1.7.1.2 “Corridor OSS for the Rail Freight Corridors”
27.06.2023	Amendment of Sections 7.3.1.2.1.2 “Subdivision of Product Categories”, 7.3.1.2.3 “Facility Coordinator”, 7.3.1.2.3.1 “Facility Coordinator (AnDi) with Scheduling Capacity Control”, 7.3.1.6.1.4 “Responsibility” and 7.3.1.6.1.5 “Timing of the Application”
01.07.2023	Amendment of Section 5.10.8 "Time Period" by provisional entry into force
05.07.2023	Amendment of Section 5.10 “Federal Funding for SGV (Rail Freight Transport) Track Access”
11.07.2023	Amendment of Section 2.3.10 “Signalling Systems”
01.09.2023	Amendments of Sections 2.6.1 “Network Segmentation” (including Subsections), 4.2.2.6.3 “Train Path Applications for Energy Sources as defined in the EnSiTrV Annex”, 6.3.4 “Operational Priority of Train Paths for Energy Carrieres as defined in EnSiTrV Annex”, 7.3.1.6.3.6 “Application for Capacities for Energy Carriers within the meaning of the EnSiTrV Annex in Service Facilities” by provisional entry into force
01.10.2023	New Addition of Section 5.11 „Federal Funding for SPFV (Long-Distance Rail Passenger Transport)“ by provisional entry into force (updated on 09.11.2023)
10.12.2023	Amendment of Section 1.7.2.2 “Other RNE Tools”, 4.2.2.2 “Missing or Implausible Information”, 4.2.2.5 “Late Applications”, 4.2.4 “Cross-Border Train Applications” and Addition of Section 4.2.4.2 (incl. Subsections) for the introduction of the PCS Capacity Broker
10.12.2023	Addition of Section 6.4.3 “6.4.3 “Betrieb Live” (Operation Live) Communication Platform for Operational Communi-cation in the Event of Disturbance”
10.12.2023	Amendment of Section 7.3.1.2.1.1 “Subdivision of Functionalities”
10.12.2023	Amendment of Section 7.3.1.6.3.1.2 “Decision Process”

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Notes

1. General

The charging principles and charges of the NBN 2024, which concern the minimum access package and are subject to approval pursuant to Article 45 ERegG, were approved by decision of 30 March 2023.
Administrative court proceedings are pending which may also entail changes to the charging principles published here. The charges after the decision of the competent courts shall apply conclusively.

2. Pending Court Proceedings regarding Prohibitions of Individual Clauses

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

- Section 2.9.6.1

  The Federal Network Agency (BNetzA) rejected the intended new issues in Section 2.9.6.1 of the Network Statement 2021 with its decision of 02.10.2020 – BK 10-20-0266_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 2.9.6.1 would read as follows:

  "In the event of the entry of a third party company pursuant to Article 22 ERegG, the specified communication channels must also be accessible for the duration of the path usage by the third party company within the meaning of Article 22 ERegG and must be authorised to make binding decisions for the contracting parties within the shortest possible time and must be able to establish communication with the control centre of the third party company within the shortest possible time."

- Section 2.10

  The Federal Network Agency rejected the intended modification in Section 2.10 of the Network Statement 2021 with its decision of 12 November 2019 – BK 10-19-0212_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 2.10 would read as follows:

  "2.10 Special Conditions of Access and Terms of Use; Piloting and Operational Tests

  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).

  DB Netz AG conducts piloting and operational tests or is involved in these to improve and further develop products and processes. Details and contacts are published on the internet at:

  http://www.dbnetze.com/pilotierungen

  The Applicants also receive advance notification via regular customer information from DB Netz AG.

  Provisions for handling railway operations on the infrastructure managed by DB Netz AG are contained in the operating regulations (see Section 2.4.3 of the Network Statement)."

- Section 4.2.1.18

  The Federal Network Agency (BNetzA) rejected the intended new issues in Section 4.2.1.18 Subsection 2 of the Network Statement with its decision of 13 November 2015 – BK 18-0201_Z. The rejection was linked with the requirement, to include in Section

4.2.1.18 a wording expressing the following: The involved parties have to include at least those requests for capacity in the examination in the sense of § 56 (3) ERegG which have been placed not falling within the annual timetable during the last two annual timetable periods. The above requirement was to be implemented by the publication of the final Network Statements according to § 19 (6) 1 ERegG at the latest.

If the rejection should be qualified as unlawful as a result of court proceedings, Section 4.2.1.18 Subsection 2 would read as follows:

"4.2.1.18 Check for Provisions of Surplus Capacity According to Article 56 (3) ERegG

DB Netz AG will ensure that path requests for ad-hoc capacity which are submitted after finalisation of the annual timetable may also be answered. For this reason, DB Netz AG will check if the provision of surplus capacity is necessary.

This check includes a review of two past timetable periods, taking into account changes of the annual timetable, the rate of path cancellations and the number of path rejections.

Furthermore, prior to the start of timetable construction for the upcoming timetable period, any findings resulting from customer support of the regional sales service or from feasibility studies which may concern the structure of the timetable or the preparation of new rail services will be taken into consideration."

- Section 4.2.1.3

The Federal Network Agency rejected the intended modification in line 2 and 3 of the table in Section 4.2.1.3 of the Network Statement 2021 with its decision of 12 November 2019 – BK 10-19-0212_Z.

If the rejection should be qualified as unlawful as a result of court proceedings, lines 2 and 3 of the table in Section 4.2.1.3 would read as follows:

Working Timetable Compilation	**Deadline**
Time interval advice pursuant to Section 4.3.5 without use of audit	by 13 March 2020
Time interval advice pursuant to Section 4.3.5 with use of audit	by 10 January 2020

- Section 4.2.1.6

The Federal Network Agency rejected the intended modification in Section 4.2.1.6 of the Network Statement 2021 with its decision of 12 November 2019 – BK 10-19-0212_Z.

If the rejection should be qualified as unlawful as a result of court proceedings, Section 4.2.1.6 would read as follows:

"4.2.1.6 Design Tolerances (First Phase of the Working Timetable Compilation)

DB Netz AG makes the inclusion of certain design tolerances contingent on the previous implementation of time interval advice as per Section 4.3.5 of the Network Statement.

Insofar as orders are not made for the "Marktsegment Punkt-zu-Punkt-Verkehre SPFV" (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 market segments (see 6.2.1.4.8 and 6.2.1.4.9), DB Netz AG shall attempt to compile within the following tolerances a train path offer for train paths that affect at least one congested railway line as per Section 4.3 of Network Statement:

- *Train paths* for passenger services with successful time interval advice (audit opinion): +/-3 minutes,
- *Train* paths for rail freight transport with successful time interval advice (audit opinion): +/- 30 minutes,

- *Other* train paths (e.g. passenger services without time interval advice or without audit opinion): +/- 30 minutes,
- *Other* train paths (e.g. freight trains, traction unit movements without time interval advice or without audit opinion): +/-60 minutes.

Insofar as orders are not made for the "Marktsegment Punkt-zu-Punkt-Verkehre SPFV" (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 market segments (see 6.2.1.4.8 and 6.2.1.4.9) and no congested railway line as per Section 4.3 of the Network Statement is affected, DB Netz AG shall attempt to compile a train path offer within the following tolerances:

- *Train paths for passenger services: +/-3 minutes,*
- *Other train paths (e.g. freight trains, traction unit movements): +/-30 minutes.*

For the "Marktsegment Punkt-zu-Punkt-Verkehre SPFV" (Point-to-Point market segment for long-distance passenger rail services), a design tolerance of +/- 30 minutes always applies; for the market segments with the addition Z-Flex or R-Flex a design tolerance of +/- 120 min always applies.

Design within these tolerances occurs without consulting the Applicant."

- Section 4.2.1.10

The Federal Network Agency rejected the intended modification in Section 4.2.1.10 of the Network Statement 2021 with its decision of 24 November 2020 – BK 10-20-0354_Z.

If the rejection should be qualified as unlawful as a result of court proceedings, Section 4.2.1.10 would read as follows:

"4.2.1.10 Standard Charge Procedure (First Phase of Working Timetable Compilation)

If the application of the priority rules still results in equal ranking, DB Netz AG compares the charges for the conflicting train paths pursuant to Section 52 (8) sentence 1 ERegG. All conflicting traffic days of the train path within the conflict period and the entire route are taken into account. Any new traffic discount granted pursuant to Section 5.2.6.1 is not taken into account. The application with the higher charge is given priority."

- *Section 4.2.1.18.3*

With its decision of 17 December 2021 –Ref.: BK 10-21-0346_Z, the Federal Network Agency obliged DB Netz AG to amend the third indent of Section 4.2.1.18.3 of the Network Statement (NBN) to include the following provision:

"Once the second phase of the working timetable compilation process is completed, the capacity reserve paths will be available for ad hoc train path requests. The accepted rules for allocating paths for ad hoc services apply in principle. Nevertheless, the protected capacity can only be booked for services with the first day of operation planned for no more than two months after the train path request is made."

If the amendment should be qualified as unlawful as a result of court proceedings, the third indent of Section 4.2.1.18.3 would read as follows:

"Once the second phase of the working timetable compilation process is completed, the capacity of the capacity reserve is available as part of the remaining capacity in accordance with Section 4.2.2.6 for all types of train path requests in ad hoc service process. *The allocation rules of the* ad hoc services *process apply here."*

- Section 4.3.5

The Federal Network Agency rejected the intended modification in Section 4.3.5 Subsection 2-4 of the Network Statement 2021 with its decision of 12 November 2019 – BK 10-19-0212_Z.

If the rejection should be qualified as unlawful as a result of court proceedings, Section 4.3.5 would read as follows:

"***4.3.5 Time Interval Advice***

To assist in train path planning and application for lines affected by the aforementioned usage regulations, DB Netz AG offers the Applicant the option of free time interval advice.

With time interval advice, DB Netz AG offers any Applicant from 8 months before the train path application for the working timetable the opportunity of receiving personalised, confidential advice on specific path requirements. For the path requirements, which are regular-interval or integrated network service concepts (see Section 4.2.1.9 of the Network Statement) and which affect on their route at least one congested railway track (see Section 4.3 of the Network Statement), an audit opinion can be obtained. These audit services shall be incorporated fully no later than 10 January 2020 at DB Netz for the timetable year 2021.

The audit opinion includes an initial check of the Applicant's requested concept for consistency with all the traffic concepts of other Applicants known on the application date and thus confirms a basic capacity for running on the date x. There is no legal entitlement to a train path allocation in the working timetable.

The existence of an audit opinion and the application according to the audit opinion are prerequisites for using the tighter design tolerances as part of the train path construction (see Section 4.2.1.6 of the Network Statement).

More information about the possibilities of obtaining time interval advice is available from the Regional Units:

www.dbnetze.com/kontakte "

- Annex 4.3.2 Section 2 sentence 2

  The Federal Network Agency (BNetzA) rejected the intended new issues of the Network Statement in Annex 4.3.2 Section 2 sentence 2 (Usage regulations for congested railway lines Köln Hbf – Köln-Mülheim (routes 2633, 2639, 2650, 2652, 2658 und 2659)) with its decision of 13 November 2015 – BK 18-0201_Z. The rejection was linked with the requirement, to replace in the first sentence of Section 2 the wording "verpflichtet" (obliged) with the wording "bittet" (requests). The above requirement was to be implemented by the publication of the final Network Statements according to § 19 (6) 1 ERegG at the latest.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 2 of Annex 4.3.2 of the Network Statement (Usage regulations for congested railway lines Köln Hbf – Köln-Mülheim (routes 2633, 2639, 2650, 2652, 2658 und 2659)) would read as follows:

  "DB Netz obliges RUs to submit train paths requests for the annual timetable for all feeder and outflow empty runs for all passenger trains originating and terminating in Köln Hbf (Cologne main station).

  Path requests that do not meet these requirements are treated as implausible.

  In case of empty runs, which must be carried out as shunting movements, the terminating operating control point for shunting movements of terminating trains and the originating operating control point for shunting movements of originating trains shall be named in the application."

- Operating Regulation 402.0202, Section 2, numbers (3) to (5)

  The Federal Network Agency rejected the intended modification of Section 2, numbers (3) to (5) of operating regulation 402.0202 with its decision of 13 November 2015 – BK-18-0201 Z.

If the rejection should be qualified as unlawful as a result of court proceedings, Section 2, numbers (3) to (5) of operating regulation 402.0202 have to be changed.

- Operating Regulation 402.0203, Section 6, number (4) to (5), fourth and fifth indent

  The Federal Network Agency rejected the intended modification of Section 6, number (4), fourth and fifth indent of operating regulation 402.0202 with its decision of 13 November 2015 – BK-18-0201 Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 6, number (4), fourth and fifth indent of operating regulation 402.0203 have to be changed.

- Operating Regulation 402.0203, Section 3, Subsection 2

  The Federal Network Agency rejected the intended modification of Section 3, Subsection 2 of operating regulation 402.0203 with its decision of 12 November 2019 – BK 10-19-0212_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 3, Subsection 2 of operating regulation 402.0203 has to be changed.

- Operating Regulation 402.0305, Section 2, Subsection 3

  The Federal Network Agency rejected the intended modification of Section 2, Subsection 3 of operating regulation 402.0305 with its decision of 24 November 2020 – BK 10-20-0354_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 2, Subsection 3 of operating regulation 402.0305 has to be changed.

- Operating Regulation 402.0305, Section 3, Subsection 8

  The Federal Network Agency rejected the intended modification of Section 3, Subsection 8 of operating regulation 402.0305 with its decision of 12 November 2019 – BK 10-19-0212_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 3, Subsection 8 of operating regulation 402.0305 has to be changed.

- Operating Regulation 402.0203, Section 4, Subsection 4

  The Federal Network Agency rejected the intended modification of Section 4, Subsection 4 of operating regulation 402.0203 with its decision of 12 November 2019 – BK 10-19-0212_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 4, Subsection 4 of operating regulation 402.0203 has to be changed.

- Operating Regulation 402.0203, Section 5, Subsection 7

  The Federal Network Agency rejected the intended modification of Section 5, Subsection 7 of operating regulation 402.0203 with its decision of 12 November 2019 – BK 10-19-0212_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 5, Subsection 7 of operating regulation 402.0203 has to be changed.

- Operating Regulation 402.0305, Section 11, Subsection 3

  The Federal Network Agency rejected the intended modification of Section 11, Subsection 3 of operating regulation 402.0305 with its decision of 12 November 2019 – BK 10-19-0212_Z.

  If the rejection should be qualified as unlawful as a result of court proceedings, Section 11, Subsection 3 of operating regulation 402.0305 has to be changed.

- Operating Regulation 402.0305, Section 11, Subsection 4 indent 5

The Federal Network Agency rejected the intended modification of Section 11, Subsection 4 indent 5 of operating regulation 402.0305 with its decision of 12 November 2019 – BK 10-19-0212_Z.

If the rejection should be qualified as unlawful as a result of court proceedings, Section 11, Subsection 4 indent 5 of operating regulation 402.0305 has to be changed.

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1 GENERAL INFORMATION

1.0 List of Abbreviations / Glossary

A list of the abbreviations used in this Network Statement (NBN) is enclosed in Annex 1.0 to the NBN.

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 in this characteristic (as railway operator (BdS) in the sense of § 2 (7) AEG) especially also timetables and sells train paths in the sense of §1 (20) ERegG and related services, operates and provides services in service facilities as operator of service facilities (BdSE) in the sense of § 2 (11) AEG to customers at home and abroad.

1.2 Purpose of the Network Statement (NBN)

The Network Statement (NBN) contains rules, time limits/deadlines, procedures, charging principles and general terms and conditions governing access to and usage of the rail network and service facilities managed by DB Netz AG.
The NBN constitutes

a) Network Statement pursuant to §1 (18) and 19 (1) to (3) in conjunction with Annex 3 of the Railway Regulation Act (ERegG) respectively

b) Network Statement for Service Facilities pursuant to §1 (19), § 19 (4) in conjunction with Annex 3 ERegG and containing the information required by Art. 4 of Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services

Unless the provisions of NBN specifically indicate that they apply solely to the usage of railway infrastructure or the usage of capacities in service facilities, the provisions apply to both areas.

On this basis Individual Usage Agreements for the usage of Railway Infrastructure (ENV) and Individual Usage Agreements for the usage in Service Facilities (ENV-SE) are concluded.

1.3 Legal Aspects

1.3.1 Legal Framework

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

- Railway Regulation Act (ERegG),
- General Railway Act (AEG),
- Act prohibiting the operation of noisy freight wagons (Rail Noise Protection Act),
- Regulation (EU) No 913/2010 concerning a European rail network for competitive freight,
- 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,
- Delegated Decision (EU) 2017/2075 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area,

- Implementing Regulation (EU) 2017/2177 on access to service facilities and rail-related services,
- Railway Construction and Operation Regulations (EBO),
- Railway Signaling Regulations (ESO),
- Railway Safety Ordinance (ESiV),
- Regulation authorising the placing in service of the railway system (EiGV),
- Trans-European Railway Interoperability Law (TEIV)
- Technical Specifications for Interoperability (TSI) and
- Federal Police Act (BPolG).

More information is published on the internet at:

www.gesetze-im-internet.de

1.3.2 Legal Status and Liability

1.3.2.1 Scope

The NBN regulates the rights and duties in the relationship between:

- Applicants pursuant to Article 1 (12) ERegG, keepers of railway vehicles pursuant to Article 31 AEG including any involved RUs pursuant to § 51 (1) S. 3 ERegG
- and DB Netz AG

with regard to access to the rail infrastructure and the service facilities 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 1.7.1). The provisions of this NBN relating to the Applicant apply accordingly to third-party companies entering into the rights and duties arising from the ENV or ENV-SE pursuant to § 22 ERegG.

1.3.2.1.1. DB RegioNetz Infrastruktur

The NBN also covers the railway infrastructure and service facilities operated by RNI as subsidiary of DB Netz AG and to the passenger platforms and passenger stations operated by RNI. 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.com

www.kurhessenbahn.de

www.westfrankenbahn.de

1.3.2.1.2. 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 railway infrastructure and service facilities on Swiss territory while heeding Swiss sovereignty rights. The NBN does not apply to railway infrastructure 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 railway infrastructure and 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

1.3.2.2 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.

1.3.2.3 Formal Requirements

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

1.3.2.4 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 NBN 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 NBN 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.

1.3.3 Appeals Procedure

The Sales contacts named in Section 1.6.1 are responsible for dealing with any complaints related to the NBN. It is also possible to apply to the Federal Network Agency for a procedure pursuant to Article 66 ERegG.

1.4 Structure of the Network Statement (NBN)

The structure of this NBN complies with the statutory requirements together with the layout recommended by RNE (cf. Section 1.7.2). 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 NBN of the European neighbouring RIUs of DB Netz AG.

1.5 Validity Period, Updating and Publishing

1.5.1 Validity Period

This NBN forms the basis of the allocation procedure, the contractual conclusions and amendments for the train paths and capacities in service facilities of the 2023/2024 working timetable period (10.12.2023 – 14.12.2024). Only this NBN is to be applied to train path construction and the allocation of capacity in service facilities for the 2023/2024 working timetable period. It becomes valid on 10 December 2023 and are valid indefinitely. The NBN 2022 become invalid on the same date insofar as it has been amended by the present version of the NBN.

1.5.2 Updating

Intended new issues or amendments of the NBN are based on their respective content pursuant to § 19 EReGG.

1.5.3 Publishing

The NBN, intended new issues or amendments pursuant to § 19 ERegG and Article 5 implenting regulation (EU) 2017/2177 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/nbn

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

Moreover, RNE offers the use of the NCI (Network and Corridor Information) portal, in which the English versions of the Network Statements of the respective infrastructure manager can be found.

1.6 Contacts

1.6.1 Contacts at DB Netz AG

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

Contact	Area
Sales	Customer assistance/support regarding timetabling questions, preparation of new transport services, network access in terms of traffic and infrastructure, access and use of service facilities, compiling and dealing with ENV and ENV-SE 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

The Region responsible for each service facility will be specified on the internet within the Service Facility Portal Netz (APN):

www.dbnetze.com/apn

1.6.2 Contacts of International RIUs

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

Land	RIU	Contact
Denmark	Banedanmark (Rail Net Denmark)	www.bane.dk

Land	RIU	Contact
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	BLS Netz AG SBB Infrastructure TVS Capacity Allocation Body	www.bls.ch www.sbb.ch www.tvs.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.infrabel.be/en
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/network-statements

1.6.3 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/Eisenbahnunternehmen/Genehmigungsverfahren_EVU/genehmigungsverfahren_evu_node.html

1.7 Cooperation Between European IMs/ABs

1.7.1 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-Kopenhagen-Hamburg-Innsbruck-Verona-La Spezia/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 Havre/Metz–Strasburg/Mannheim

  Sines-Elvas/Algeciras

  Detailed information on the corridor is available at:

  www.atlantic-corridor.eu

- Orient/East - Med Corridor

  Bremerhaven /Wilhelmshaven /Rostock /Hamburg -Praha-Wien/Bratislava-Budapest – Vi-din-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

- Rhine Danube Corridor:

  Strasbourg-Mannheim-Frankfurt-Nürnberg-Wels/ Straßbourg-Stuttgart-München-Salzburg-Wels-Wien-Bratislava-Budapest-Arad-Brasov/Craiova-Bucuresti-Constanta Čierna und Tisou-Košice-Žilina-Horní Lideč-Praha-München/Nürnberg

  Detailed information on the corridor is available at:

  www.rfc-rhine-danube.eu

A selection of DB Netz AG service facilities that are situated along the rail freight corridors is described in the terminal list in Book 3 of the “Corridor Information Document” (CID). The service facilities specified in this document can be used amongst other things as connecting points for feeder train paths to ports and terminals.

1.7.1.1 Corridor One Stop Shop

A distinction is to be made between the One Stop Shop (OSS) referred to in Section 1.7.2.1 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.

When this involves the usage of capacities in service facilities in connection with crossborder train paths in the working timetable agreed upon in advance, which are known as "pre-arranged paths (PaPs)", marketing is handled by the contacts indicated in Section 1.6.1.

1.7.1.2 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, Adam-Riese-Straße 11- 13, D-60327 Frankfurt am Main

phone: +49 69 265-26771
E-Mail: coss@corridor-rhine-alpine.eu

For the Scandinavian-Mediterranean Corridor:

OSS Corridor ScanMed
DB Netz AG, Adam-Riese-Straße 11- 13, D-60327 Frankfurt am Main

phone: +49 69 265-26773
E-Mail: coss@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

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

For the Orient/East - Med Corridor:

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

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

For the North Sea-Baltic Corridor:

OSS Corridor North Sea - Baltic
DB Netz AG, Adam-Riese-Straße 11- 13, D-60327 Frankfurt a. Main

phone: +49 1523 7525962
E-Mail: coss@rfc8.eu

For the Rhine-Danube Corridor:

OSS Rhine Danube
DB Netz AG; Adam-Riese-Straße 11- 13, D-60327 Frankfurt a. Main

phone: +49 89 1308 72141
E-Mail: c-oss@rfc-rhine-danube.eu

1.7.1.3 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
- For the Orient/East-Med Corridor:
  www.rfc7.eu
- For the North Sea-Baltic Corridor:
  www.rfc-northsea-baltic.eu
- For the Rhine-Danube Corridor:
  www.rfc-rhine-danube.eu

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

The CID is not part of this NBN. However, for information, within RailNetEurope harmonised rules of the CIDs for the capacity allocation of rail freight corridors can be found in Annex 4.10.

1.7.2 RailNetEurope and Other International Cooperation

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

1.7.2.1 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 Applicant receives information about network access on rail network and service facilities. The respective OSS accepts cross-border train path applications; accordingly, Section 4.2.4 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 NBN.

For the Corridor OSS of the rail freight corridors, see Section 1.7.1.1.

1.7.2.2 Other RNE Tools

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

- PCS Capacity Broker

  PCS Capacity Broker is an internet tool that is intended to further develop PCS and replace it in the long term. Consequently, it is intended that this internet tool can be used by Applicants to do international train path applications. It is intended to simplify the interfaces and coordination for planning cross-border train paths. As a first step, PCS Capacity Broker is expected to be used from June 2024 for ad hoc services in accordance with section 4.2.4.2.

  DB Netz AG will inform via customer information about the exact date on which the Internet application will go live.

  Details on the further developments in digital capacity management will be made available on the Internet by RNE:

  https://rne.eu/capacity-management/ttr/digital-capacity-management/

- 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 (additionally see 6.4.1):

  http://tis.rne.eu

- CIP:

Based on a graphical user interface, the CIP provides information on the routing, freight terminals, investments in infrastructure, maintenance activities and line characteristics of participating rail freight corridors.

http://info-cip.rne.eu/

2 INFRASTRUCTURE OF THE RAILWAY NETWORK

2.1 Introduction

Chapter 2 of this NBN describes the infrastructure of DB Netz AG for the usage of railway infrastructure in the context of an ENV.

The description of the infrastructure for the usage of capacities in service facilities can be found in Section 7.

2.2 Extent of Network

2.2.1 Limits

The rail network operated by DB Netz AG is confined to the territory of the Federal Republic of Germany (cf. Section 1.3.2.)

2.2.2 Connecting Railway 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 3.2.1.2.3) and in Sections 1.6.2 and 1.7.1.1.

2.3 Network Description

DB Netz AG's rail network is illustrated in cartographic representations based on defined infrastructure features. In the ISR (register of Infrastructure), DB Netz AG provides detailed information about the route characteristics named in Sections 2.3.1 to 2.3.21. 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 NBN.

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

www.dbnetze.com/isr-viewer

More information is available from the Regions:

www.dbnetze.com/kontakte

2.3.1 Track Typologies

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

2.3.2 Track Gauges

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

2.3.3 Nodes / Operating Control Points, Routes and Route Sections

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. A list of useful lengths of tracks to be taken into account in of tracks in operating points is attached as an Annex to the ISR.

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

2.3.4 Clearance and Loading Gauge

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

2.3.5 Weight Limits / 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

2.3.6 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".

2.3.7 Maximum Line Speed

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

2.3.8 Maximum Train Lengths

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 3.2.1.2.2).

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

2.3.9 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.

2.3.10 Signalling Systems

The type of signalling systems, including construction types, are featured in the ISR as “PZB", "LZB" and "ERTMS/ETCS".

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

www.dbnetze.com/etcs

2.3.11 Traffic Control Systems / 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".

2.3.12 Communication Systems

The type of communication system is featured in the ISR under the heading "Communication systems"and in the “Grundsätze zum ISR” (principles of the ISR).

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 NBN and enclosed as Annex 2.3.12 NBN.

2.3.13 Train Control, Train Protection System

The type of train control, train protection 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 2.3.13 to this NBN.

2.3.14 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.

2.3.15 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”.

2.3.16 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".

2.3.17 Tilting Body Technology

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

2.3.18 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".

2.3.19 Construction Sites

Information on construction sites (cf. Section 2.5.3) is published on the internet at:

www.dbnetze.com/baustellen

2.3.20 Line Operating Hours

Information on the line operating hours (cf. Section 2.5.5) is featured as factual data for the operating control points in the ISR.

2.3.21 Line Capacity tied up by Framework Agreements

Line capacity tied up by Framework Agreements (cf. Section 4.4) is featured in the ISR under the heading "Capacity tied up by Framework Agreements".

2.3.22 Description of RNI Passenger Platforms

2.3.22.1

RNI informs the Applicants on the internet at www.deutschebahn.com/bahnsteige_uebersicht about the specific services and features of the respective passenger platforms (including platform heights, structural length of platforms, step-free access, weather protection). Information on access regulations for persons with disabilities and persons with reduced mobility is also available on the internet at www.bahn.de/fahrgastrechte-zugangsregeln.

2.3.22.2

Information on the operationally usable length of platforms (platform usable length) in stations depending on the signal locations can be obtained by the Applicant from RNI on the internet at www.deutschebahn.com/bahnsteig-nutzlängen in the interactive map by selecting the appropriate option under „Sachdaten anzeigen - Details zu Bahnsteige“ (Display factual data - details on platforms).

2.3.22.3

RNI informs the Applicants without delay about construction works carried out at short notice in the stations and any resulting restrictions or changes.

2.4 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 4.6 apply.

Traffic restrictions may apply in the following cases:

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

2.4.1 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 (7) 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

High-Speed Line Wendlingen - Ulm
Line Section junction Wendlingen – Ulm

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

Alternative route:

- Stuttgart – Geislingen (Steige) – Ulm

2.4.2 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 Regions at:

www.dbnetzte.com/kontakte

2.4.3 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 Regions:

www.dbnetze.com/kontakte

2.4.4 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 Regions:

www.dbnetze.com/kontakte

2.4.5 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

2.4.6 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 (see Section 3.2.1.2.2) in Guideline 124.0600. This includes, in particular, the regulations on entry restrictions in the Infrastructure Usage Conditions Special Section (Infrastrukturnutzungsbedingungen Besonderer Teil, INBP-BT) of DB Station&Service AG. After concluding an individual usage contract that includes a train with a steam locomotive, the Applicants are obliged to inform themselves about currently applicable entry restrictions and, if affected, to fulfil the obligations arising from the INBP-BT.

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 Regions at:

www.dbnetze.com/kontakte

2.5 Availability of the Infrastructure

2.5.1 Introduction

Changes to the infrastructure in the scope of this NBN 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 2.5.2 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.

2.5.2 Necessary Measures to Safeguard, Maintain and Extend the Infrastructure

2.5.2.1 Construction Work during the Term of the ENV (Individual Usage Agreement)

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 account 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 5.6.2.2 apply.

2.5.2.2 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.

2.5.3 Regular Infrastructure Maintenance, Construction Work

Construction and maintenance work is permitted under the following conditions:

2.5.3.1 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 2.5.3.2. 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.

2.5.3.2 Communication and Coordination of Construction Work

The execution of construction work is to be coordinated with the Applicant or the involved RU, other route operators (BdS) and other operators of the key service facilities within the framework of the regulations applicable to the communication and consultation of construction work according to Section 3.2.1.2.2 (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 other route operators (BdS) and other operators of the key service facilities shall be informed of the decision taken by DB Netz AG within the deadlines stipulated in the abovementioned regulations.

2.5.3.3 Rail Replacement Services

The Applicant or the involved RU shall be responsible for planning, organising and running any required rail replacement services (cf. Section 2.5.6.1). Usage charges shall not be levied for the duration of the works (cf. Section 5.6.6).

2.5.3.4 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

2.5.4 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 5.6.5.1.

2.5.5 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. The line operating hours calculated on the basis of the first phase of the working timetable are provisionally published on 15 November for the working timetable period beginning in December. The final publication of the line operating hours for the working timetable period beginning in December will take place at the beginning of the respective working timetable after the results of the second phase of the working timetable have been incorporated.

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 the beginning of the working timetable, train paths are processed according to the line operating hours published at the beginning of the working timetable.
- 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 (draft and final version) 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 b) applies as regards the deadline for train path processing and the deadline in which the customer can accept the train path offer. The deadline for issuing the timetable announcement shall not apply. The opening of route beyond the route opening hours is a separately invoiced service under the minimum access package pursuant to Section 5.2.6.2.

More information is available from the Regions at:

www.dbnetze.com/kontakte

2.5.6 Rail Replacement Services and Emergency Bus Services

2.5.6.1 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 5.6.6.

Rail replacement services do not include emergency bus services.

2.5.6.2 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 5.6.7.

2.5.7 Maintenance of Passenger Platforms and Stations of RNI

2.5.7.1
RNI is authorised to carry out all necessary engineering works for expansion and renewal as well as maintenance tasks at the stations. This includes new construction. In doing so, the interests of the Applicants shall not be impaired more than necessary.

2.5.7.2
RNI informs the Applicants at least three months in advance about the implementation of planned engineering works at the stations. The implementation of the engineering works is to be discussed in advance with those Applicants running in the annual timetable and those Applicants who have indicated their interest in ad hoc traffic in the area of the construction and maintenance task. The purpose of the discussion is to determine the factors and points of view relevant for the decision, to consult the parties concerned and to reach a balance of the various interests. Applicants, who register a station use after the discussion, are informed of the result. RNI is responsible for documenting proper compliance with these requirements.

2.5.7.3
RNI is not obliged to pay damages to the Applicant due to any operational disruptions resulting from the implementation of necessary construction/maintenance tasks carried out in accordance with Sections 2.6.7.1 and 2.6.7.2. RNI is responsible for documenting proper compliance with these requirements.

Sentence 1 shall not apply if the disruption of operations results in personal injury or is due to intent or gross negligence. The exclusion of liability shall also not apply in the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the path usage contract or the station usage contract (SNV-RNI) and compliance with which the Applicant regularly relies on and may rely on. In the latter case, claims for compensation shall be limited to the foreseeable typical damage. In all other respects, liability in accordance with the statutory provisions remains unaffected.

2.5.7.4
The Applicant is not entitled to structural changes to the infrastructure.

2.6 Infrastructure Development, Network Segmentation
The results of the infrastructure developments announced below are updated in the ISR (cf. Section 2.3).

2.6.1 Network Segmentation

2.6.1.1 Introduction
Due to current framework policy developments, the prioritisation of supply-relevant train paths and capacities in service facilities to secure the transport of energy sources as defined in the Annex to the EnSiTrV, where a supply bottleneck has been identified for the origin or destination of the transport in accordance with § 2 EnSiTrV at the time of transport, is carried out on the basis of § 1 (1) in conjunction with § 2 EnSiTrV.

2.6.1.2
Remains empty

2.6.1.3
Remains empty

2.6.1.4

Remains empty

2.6.1.5 Energy Corridor – Network / Grid (EnKo-Grid)

2.6.1.5.1. Objective

In order to counter the threat to or disruption of the energy supply at certain locations and/or certain regions and/or the Federal Republic of Germany as a whole, if an imminent supply bottleneck is identified on the basis of § 2 EnSiTrV, a priority regulation in the planning and implementation of supply-relevant routes and capacities in service facilities enables the securing of transports of energy carriers within the meaning of the Annex to EnSiTrV for which a supply bottleneck has been identified for the starting or destination point of the transport in accordance with § 2 EnSiTrV at the time of the transport.. In addition to the priority regulations, the train path applications and their implementation or the registration of capacities in service facilities are to be tax structuring in such a way that

a) optimal infrastructure utilisation remains guaranteed,

b) a continuous train path construction and the use of capacities in service facilities ensure the highest possible transport speed and thus also an optimal and high-frequency utilisation of the vehicle material used.

2.6.1.5.2. Activation / Deactivation

Priority treatment of the routes for the transport of energy carriers within the meaning of the EnSiTrV Annex only applies if an imminent supply bottleneck has been identified by the Federal Ministry of Economics and Climate Protection in accordance with § 2 EnSiTrV in the relevant procedure. The determination of an imminent supply bottleneck is published in the Federal Bulletin.

2.6.1.5.3. Scope

The determination of an imminent supply bottleneck pursuant to § 2 EnSiTrV may extend to the entire territory or individual regions of the Federal Republic of Germany or to individual locations of power plants, import harbours, refineries or tank farms.

2.6.1.5.4. Charges for the Priority Treatment of Train Paths for Energy Carriers as defined in the EnSiTrV Annex

The charge for the addition "Express" pursuant to Section 5.3 NBN must be paid for train paths for energy carriers within the meaning of the EnSiTrV Annex that are to be prioritised.

2.6.1.5.5. Reservation of Validity of Other Provisions

The provisions of the VerkLG and EnSig as well as the resulting powers of the authorities, in particular the issuance of further regulations with direct impact on the capacity allocation for railway tracks and service facilities as well as the operational performance of traffic, if applicable, shall remain unaffected.

2.6.2 Entry into Service for / in the Working Timetable 2024

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 2023 is published on the internet at:

www.dbnetze.com/inbetriebnahmen

2.6.3 Change in Operational Procedures

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

www.dbnetze.com/betriebsverfahren

2.6.4 Release of Railway 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

3 ACCESS CONDITIONS

3.1 Introduction

Chapter 3 of this NBN regulates the conditions governing the access to the railway infrastructure and service facilities managed by DB Netz AG.

3.2 General Access Requirements

3.2.1 Conditions for Applying for Capacity

3.2.1.1 Duties to be Heeded until the Conclusion of an Individual Usage Agreement for Railway Infrastructure (ENV) or an Individual Usage Agreement for Service Facilities (ENV-SE)

For the submission of an offer to conclude an ENV or an ENV-SE by DB Netz AG pursuant to the legal provisions and the NBN, it is presumed that the Applicant has fulfilled the following duties:

a) The Applicant according to § 1 (12) no. 1 and § 1 (12) no. 2 ERegG must, at the latest, have concluded a Basic Agreement IU with DB Netz AG for services during the 2024 working timetable period pursuant to the relevant master Annex 3.2.1.1

- by the date of the provisional draft working timetable according to Section 4.2.1.3 for train path applications for the working timetable
- by the application date for applications for ad-hoc services
- by the application date for usage of capacities in service facilities

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

c) For railway infrastructure the following conditions apply: In the cases of § 1 (12) no. 1 alt. 2 ERegG (international grouping) and § 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 § 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) or for carrying out the coordination process pursuant to Section 4.2.1.7.

   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 pursuant to § 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 allocation rule. 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 § 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 § 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) The following applies to applications for capacities in service facilities: In the case of an application by an Applicant pursuant to § 1 (12) no. 2 ERegG, DB Netz AG will always direct its offer to the requesting Applicant. In such cases, DB Netz AG shall address an offer regarding the provisions relating to operational safety (see § 21 ERegG) to the RU involved. The use of usage objects can only take place if with the Applicant pursuant to § 1 (12) no 2 ERegG the ENV-SE and with the RU the operational safety provisions have been agreed. Compliance

with the operational safety provisions shall be deemed to have been agreed if the RU has signed the Basic Agreement IU.

e) DB Netz AG is entitled to object to the RU specified in accordance with lit. c) and d) 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).

f) At the time of the application, the Applicant or the involved RU must possess all requisite licences and certificates pursuant to Section 3.2.3.

g) All statements by the Applicant or involved RU in conjunction with the conclusion of the ENV and ENV-SE must be in German.

h) For details on applications for train paths on the Rail Freight Corridors, see Section 4.2.5.

3.2.1.2 Operational Rules

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

3.2.1.2.1. 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 railway infrastructure and in service facilities 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 warrant the safety of operations pursuant to Article 4 (1) and (3) AEG.

3.2.1.2.2. Regulations Impacting on Network Access

The regulations impacting on network access are an integral part of this NBN enclosed as Annex 3.2.1.2.2 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 NBN process.
The regulations impacting on network access 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.

3.2.1.2.3. Operating Regulations

The operating regulations are an integral part of this NBN enclosed as Annex 3.2.1.2.3 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

3.2.1.2.4. 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.

3.2.2 Conditions for Access to the Railway Infrastructure

For the conditions for access to the railway infrastructure see Section 3.2.1.

3.2.3 Licences

a) At the point in time of application and use of the allocated train paths/allocated usage of capacities in service facilities, the Applicant must hold all necessary licences and permits for implementing transport services referred to in the application.

b) In cases of Article 1 (12) 2 ERegG where only the involved RU will use the rail network or the capacity in service facilities, 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 in the Federal Republic of Germany 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

3.2.4 Safety Certificate

a) At the point in time of use of the allocated train paths/allocated usage of capacity in service facilities, the Applicant or the involved RU must hold a safety certificate for implementing transport services referred to in the application, insofar as this is required on the basis of lit. c) below.

b) Section 3.2.3 applies accordingly to the existence of a safety certificate for the intended traffic of the Applicant or the involved RU.

c) A safety certificate shall always be presented to use the superordinate network, unless vehicles are used that are used solely for historic or tourism purposes (Section 7a (1) Sentence 3 AEG) or participation in railway operations on railway infrastructure pursuant to Section 2b (1) no. 1 – 4 AEG up to the interchange station of the superordinate network (Section 7a (1) sentence 2 AEG). If parts of the network as per Section 2b (1) AEG are taken out of the superordinate network, DB Netz AG will publish this in its infrastructure register (www.dbnetze.com/isr).

d) For the competence of the authorities, see Section 3.2.3 e).

3.2.5 Liability Insurance

Before starting services, the Applicant or involved RU shall demonstrate to DB Netz AG that it has taken out an appropriate liability 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.

3.3 Contractual Arrangements

3.3.1 Framework Agreements

In the past, DB Netz AG has concluded framework agreements for the use of railway infrastructure capacities for a longer period than a working timetable period in accordance with Article 49 ERegG (third framework agreement period 2016 - 2020; including framework agreements with a term of up to 15 years).

From the working timetable period 2021 onwards, DB Netz AG has refrained from offering framework agreements in view of the additional new legal requirements from EU Implementing Regulation 2016/545 and has not concluded any new framework agreements until further notice.

For the working timetable period 2026, DB Netz AG will again offer the conclusion of framework agreements on the new legal basis of § 49 and § 49a of the ERegG and EU Implementing Regulation 2016/545. Pursuant to § 49 (2) ERegG, framework agreements and their subsequent amendment require the prior approval of the regulatory body; to this end, DB Netz AG will carry out the approval procedure described in § 49 a ERegG.

Details on the application of framework agreements and the coordination and dispute resolution procedure are described in Section 4.4 of this Network Statement.

3.3.2 Contracts with RUs

3.3.2.1 Basic Agreement on Infrastructure Use

Pursuant to Section 3.2.1.1 by the dates specified therein, a Basic Agreement IU must be concluded prior to using services under the NBN.

3.3.2.2 Individual Usage Agreements with RUs

On the basis of the Basic Agreement IU concluded in accordance with Section 3.2.1.1, DB Netz AG concludes ENVs or ENV-SE with RUs pursuant to § 1(12) no. 1 ERegG. The ENV grants the RU the right to use the train path within the meaning of § 1 (20) ERegG to the contractually agreed scope and pursuant to this NBN. The ENV-SE grants the RU the right to use capacities in service facilities to the contractually agreed scope and pursuant to this NBN.

3.3.3 Contracts with non RU-Applicants

For contracts with non RU-Applicants, see Section 3.3.2 respectively.

3.3.4 General Terms and Conditons

3.3.4.1 Additional Rights and Duties of DB Netz AG

3.3.4.1.1. DB Netz AG's Inspection Rights and Authority to Issue Instructions

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

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

a) the Applicant or the involved RU fulfils its contractual obligations, notably those in respect of Section 3.3.4.

3.3.4.1.1.1.

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.

3.3.4.1.1.2.

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.

3.3.4.1.1.3. Credit Assessment

DB Netz AG is entitled to perform credit assessments both prior to contracts being concluded and during the term of a contract. See to this point Section 5.9.2 (for railway infrastructure) and 7.3.1.4.10 (for service facilities).

3.3.4.2 Rights and Duties of the Applicant or Involved RU

In addition to the provisions of Section 3.2, usage of the rail network and the usage of capacities in service facilities 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 and/or ENV-SE.

b) The Applicant or the involved RU must be entitled to usage pursuant to the NBN as well as the ENV and/or ENV-SE.

c) The Applicant or the involved RU must be entitled to use the service facilities pursuant to the NSSF, the Basic Agreement IU and an ENV-SE. If an ENV-SE has been concluded for more than one working timetable period, in addition to the current ENV-SE, the Applicant or the involved RU must also be entitled to use the infrastructure pursuant to the NSSF or Basic Agreement IU applicable at the time. The functionality agreed in each case – with the exception of the product category – and any other categorisation of the usage object defined in the agreement remain binding in the relationship with the contracting partner of the ENV-SE. Even in case of a long-term ENV-SE DB Netz AG reserves the right to change the category if the current status is deviating from the status at the time when concluding the contract. The Applicant's rights to terminate the agreement pursuant to § 8 (3) Basic Agreement IU and those of DB Netz AG as described in Section 3.3.4.4.4 remain unaffected, as do any amendments necessary due to changes in the basis of the transaction (Article 313 German Civil Code [BGB]).

d) The Applicant or the involved RU must maintain a valid liability insurance pursuant to Section 3.2.5 on using the railway infrastructure and capacities in service facilities managed by DB Netz AG.

e) 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 3.2.1.2.1 and 3.2.1.2.3).
- Section 3.3.4.8 remains unaffected.

3.3.4.3 Assignment of Contractual Rights and Duties

The Applicant or the involved RU may only assign its rights and duties arising from the ENV or ENV-SE 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 or ENV-SE 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.

3.3.4.4 Termination

3.3.4.4.1.

The term of the ENV or ENV-SE is stated in the ENV. The right to immediate termination without notice for good cause shall also remain unaffected.

3.3.4.4.2.

A good cause applies for DB Netz AG in particular if

a) not all required approvals and certificates pursuant to Section 3.2.3 and the required safety certificate pursuant to Section 3.2.4 are still verifiably available,

b) the liability insurance pursuant to Section 3.2.5 above is no longer verifiably available,

c) the Applicant or the involved RU fails to meet the written demand for collateral in the cases pursuant to Sections 5.9.2 a) and b) or 7.3.1.4.10 a) - notwithstanding the legal consequences stipulated in Sections 5.9.2 or 7.3.1.4.10 - within 20 working days or to avert furnishing such collateral by making monthly advance payments,

d) the Applicant or the involved RU commits a major breach of an obligation arising from Section 3.3.4.2 e) or commits a breach of Section 3.3.4.2 d) or if

e) the Applicant or the involved RU fails to fulfil other obligations arising from Sections 3.2.1.1 to 3.3.4.3 despite receiving three written warnings issued at appropriate intervals.

3.3.4.4.3.

The right to give special notice for an ENV pursuant to Article 60 (2) ERegG shall remain unaffected; to the ENV-SE it applies accordingly.

3.3.4.4.4.

The Applicant or involved RU, which - at the time of the publication of changes to the NBN or the increase of charges – are party to a long-term ENV-SE, shall have the right to terminate this ENV-SE in writing or by e-mail within a period of one month (from the date of publication of the NBN respectively of the date increase in charges) with effect from the entry into force of the change. This shall not apply if the changes to the NBN or the increase in charges does not affect the specific object of use, and not for changes to the NBN during the year. Cancellation by e-mail must be sent to the region responsible for the respective service facility as specified in Section 1.6.1.

With regard to ENV-SE concluded for at least two working timetable periods, the following special termination provisions apply following the first working timetable period:

DB Netz AG is entitled to carry out infrastructure modifications on the usage object covered by the contract if such modifications become necessary as a result of requirements planning measures or other important reasons. The following shall be deemed important reasons:

- Improved usage of the rail network's capacity (increased number of trains)
- An improvement in the quality of services on the rail network (increased punctuality)
- A reduction in overall travel and journey times.

If, in these cases, the usage object covered by the contract can no longer be used or if use thereof is restricted, DB Netz AG may terminate the ENV-SE. The Applicant must receive notification of the termination at least 27 weeks before the planned start date of the usage. If a viable alternative is available for the lost or restricted usability of the usage object, DB Netz will offer such an alternative for the remaining term of the terminated ENV-SE. DB Netz AG will only terminate the ENV-SE if no agreement can be reached with the Applicant concerning the future use of the usage object.

3.3.4.5 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).

3.3.4.6 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 and capacaties in service facilities used by the Applicant or involved RU to other RIUs for purpose of billing infrastructure services or operation of passenger information systems.

e) DB Netz AG is entitled for reasons associated with guaranteeing the safety of and facilitating railway transport, to transfer data from the train path application, application for the usages of capacities, timetable information and the actual transport movements to safety authorities and service providers, especially DB Sicherheit GmbH and Corporate Security, which are bound by confidentiality.

3.3.4.7 Liability

3.3.4.7.1. 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 NBN. The contracting party duly liable for compensation shall indemnify the other contracting party and its workforce against claims for damages by third parties.

3.3.4.7.2. 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.

3.3.4.7.3. 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 3.3.4.7.2 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.

3.3.4.7.4. Third Party Liability Act, Attribution of Fault, Settlement between Joint and Several Debtors

The limitations on liability under Section 3.3.4.7.3 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 3.3.4.7.3 and this Section 3.3.4.7.4 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.

3.3.4.7.5. Data Forwarding

If an Applicant causes damage to another Applicant, DB Netz AG is entitled to communicate the data of the Applicant causing the damage to the injured Applicant.

3.3.4.8 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.

The handling of liquid water pollutants within the meaning of AwSV, e.g. the transshipment, filling or storage of such materials or their use, e.g. for removing graffiti, is not permitted at loading points. This shall not apply to oil transfer points within the meaning of Section 3.4.4.10 which are included in the list of service facilities under the link

www.dbnetze.com/serviceeinrichtungen

The Applicant or the involved RU undertakes to refuel its vehicles only at the points set up for this purpose where adequate water pollution control is guaranteed by structural measures.

When using installations/service facilities of DB Netz AG the Applicant or the involved RU shall comply with all applicable legal and sublegal provisions in public law, particularly legislation on dangerous goods, soil and water protection and imission control, and to fulfil all provisions, decisions and resolutions imposed by the authorities regarding the use of the assets. This shall also apply where these are issued to DB Netz AG as the operator of the assets and DB Netz AG informs the Applicant or the involved RU of them. If there are restrictions on the work and activities in certain installations/service facilities or their use beyond those based on the aforementioned legal provisions, i.e., due to separate, provisions, decisions and resolutions, these shall be published via the APN (see Section 7.3.1.6.1.1).

DB Netz AG reserves the right to conduct inspections, without prior notification, to investigate compliance with the requirements and to prohibit operation where breaches are identified. If DB Netz AG 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 breaches committed 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. It also undertakes to provide all information that sheds light on how the service facility in question was used and is currently being used.

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.

3.3.5 General Terms and Conditions for the Use of Passenger Platforms of DB RegioNetz Infrastruktur GmbH

3.3.5.1 Information from the Applicant to DB RegioNetz Infrastruktur GmbH (RNI)

3.3.5.1.1.

To ensure passenger information the Applicant ensures that RNI has at least the following information - transmitted via the data transfer interface in good time before the departure of the train:

- Special Features: e.g. exceptionally high passenger volumes, passengers with special care needs.

3.3.5.1.2.

Results of passenger counts or qualified estimates of passenger numbers (boarding and alighting of all trains of the Applicant) per day (subdivided according to Monday to Friday, Saturday and Sundays/holidays) and stations shall be made available by the Applicant to RNI free of charge once a year, by 30 June at the latest. This data is necessary for the dimensioning of the rail infrastructure assets, the implementation of safety requirements and the approval procedures of the funding bodies. RNI will treat the data provided confidentially. For this purpose, the format available under the following link is to be used: www.deutschebahn.com/regionetz.

3.3.5.1.3.

The total failure of platform lighting on platforms used by the Applicant must be reported immediately by the train crew of the Applicant to the respective regionally responsible body, which can be found on the internet at www.deutschebahn.com/regionetz.

3.3.5.2 Information Duties of the Applicant in Case of Operations Disturbances

3.3.5.2.1.

In case of significant disruptions of operations/delays in the train running which are not caused by the RNI, the Applicant shall immediately inform the respective regionally responsible body (cf. 3.3.5.1.3).

3.3.5.2.2.

RNI shall inform the CA without delay of any significant disruptions that are within RNI's area of responsibility. In addition, RNI will pass on all information available to it which is relevant for the operation to the Applicant. No liability is accepted for information provided by third parties.

3.3.5.3 Deviations from the Agreed Stops

Deviations from the stops granted with the path usage contract for reasons that lie outside RNI's scope of performance are part of the general operating risk. They shall be borne by and at the risk of the contracting party affected by them in the individual case and shall not authorise the latter to deny its contractual rights and obligations. Contractually agreed outputs (train stops granted) are always subject to payment, unless the deviations result from reasons which lie within the scope of services of the RNI. The release of the contracting party from its obligation to pay consideration is governed by the general provisions of civil law.

3.3.5.4 Passenger Information

3.3.5.4.1.

RNI reserves the exclusive right to provide facilities at the passenger platforms solely for the purpose of informing passengers about the current train and operating situation of the trains of the Applicant based on the data available to it, depending on the technical equipment of the respective station.

3.3.5.4.2.

In addition, the Applicant is authorised to forward further data available to it on the train and operating situation to RNI via intersections and transfer points specified by RNI for the purpose of informing the travellers.RNI will inform passengers about the current train and operating situation depending on the technical equipment at the respective station.

3.3.5.4.3.

For passenger platforms where RNI does not actually provide information on the current train and operational situation, the Applicant/RU is authorised to provide information on the current train and operational situation of its own trains.

3.4 Specific Access Requirements

3.4.1 Rolling Stock Requirements

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.

3.4.1.1 Homologation

As a rule, deployed rolling stock must be have undergone homologation for use on rail network and in the service facilities of DB Netz AG. That means that the Applicant or the involved RU must hold

- acceptance pursuant to EBO or
- authorization for use pursuant to the TEIV or
- authorization for use pursuant to the EIGV or
- authorization for use pursuant to Directive (EU) 2016/797

for all rolling stock to be used on the network of DB Netz AG (see 3.2.3). The Applicant or the involved RU must also have a liability insurance according to 3.2.5.

3.4.1.2 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 legal and legal subordinate provisions. 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 3.3.4.7 shall apply accordingly.

b) Should any violation by the Applicant or the involved RU of its obligations under the guidelines detailed in Section 3.2.1.2 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 3.3.4.1.1 applies accordingly.

3.4.2 Staff Requirements

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 or ENV-SE, 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 regu-lations (see 3.2.1.2.3).

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 NBN, including insofar as these concern its personnel.

3.4.3 Exceptional Transport

Transports that make special demands of the service facilities because of their outer dimensions, weight or nature (e.g. load capacity of bridge constructions, route class, 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 3.2.1.2.2).

3.4.3.1 aT Feasibility Study

An aT feasibility study is to be commissioned at DB Netz AG for the application by aT, excluding over-sized vehicles for the conveyance of passengers pursuant to Section 3.4.3.2, in accordance with the provisions the Technical Access Conditions (Annex 3.2.1.2.2), 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. To this end, the aT feasibility study requires the Applicant to carry out an "operational programme study for aT and trial runs" in accordance with Section 5.4.9 before applying for a train path in ad hoc services, if necessary.

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 3.4.3.1.

The preparation of an aT feasibility study is an additional service by DB Netz AG within the meaning of Section 5.4.2 if, for out-of-gauge transports (with or without heavy load), 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.

A transport supervision by a DB Netz AG employee (operational supervisor aT) as specified in the feasibility study aT, in accordance with the provisions of the technical network access conditions (Annex 3.2.1.2.2), is an additional service provided by DB Netz AG pursuant to Section 5.4.8.

Sections 4.7.1 and 5.4.2 contain provisions on the aT application and the costs of preparing an aT feasibility study. Section 5.4.8 contains provisions on the costs of the "operational supervisor aT".

3.4.3.2 Navigability Assessment

For applications for oversized vehicles for the conveyance of passengers a navigability assessment must be applied for in accordance with Technical Access Conditions, Section E.4 to E.8 (Annex 3.2.1.2.2). If the result of the navigability assessment is that the over-sized vehicle can be operated without restriction, then light room clearance approval is granted.

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

Section 5.4.3 contains provisions on the costs of preparing a navigability assessment.

3.4.4 Dangerous Goods

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

More details about the transportation of dangerous goods are provided in Sections 2.4.3 and 4.7.2.

3.4.5 Test Trains and Other Special Cases

3.4.5.1 Transfer Journey

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

3.4.5.2 Approval

The conditions and requirements of DB Netz AG for preparing and conducting test runs are published at:

www.dbnetze.com/probefahrten

3.4.5.3 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).

3.4.6 Limit Loads for Trains

The possible limit loads for rail freight trains on DB Netz AG's routes can be found in the IT-tool Grenzlastanzeiger / GretA (limit load indicator).

The IT-tool GretA is available on the internet:

www.dbnetze.com/greta

The limit load depends on the technical parameters of the traction units to be used as well as on the technical parameters of the line.

For train paths for rail freight transport, as a matter of principle only traction units may be used for which standard limit loads are available for the railway network of DB Netz AG.

The standard limit loads specified for a wagon train length of 700 m are binding for the train path application.

For trains of rail passenger transport, a limit load consideration is not required as a rule. Irrespective of this, it is possible to carry out an individual limit load calculation.

If

- certain rail freight trains are to be used to carry higher limit loads than those specified there and/or
- traction unit variants are to be used for which, according to the limit load indicator, no standard limit loads are yet available for the railway network of DB Netz AG,

an individual limit load calculation must be commissioned. In the calculation of this train and path-specific individual limit load calculation, it is checked whether and under what conditions a higher limit loads may be possible. The results of the individual limit load calculation are valid up to the gross load hauled and/or length of the train specified there.

An individual limit load calculation is provided within 15 working days after commissioning.

The commissioning for the individual limit load calculation must be submitted by use of the IT-tool GretA.

Further information concerning access to and use of GretA are included in **Annex 3.4.2.1**.

Regulations governing train path applications for trains with an individual limit load calculation are contained in Section 4.7.3.

3.4.6.1 Fallback Levels in the Event of a Technical Failure of GretA

a) Standard Limit Load

If GretA is not available or if the Applicant or the involved RU would like to provide the standard limit loads in its own systems, the current data can be retrieved via www.dbnetze.com/grenzlast.

b) Individual Limit Load

If GretA is unplanned and not available for a longer period of time, it is possible to commission an individual limit load calculation using the form provided at www.dbnetze.com/formulare. This is to be sent by e-mail to the respective start region.

Central Region (Region Mitte): egb-mitte@deutschebahn.com

Northern Region (Region Nord): egb-nord@deutschebahn.com

Eastern Region (Region Ost): egb-ost@deutschebahn.com

Southern Region (Region Süd): egb-sued@deutschebahn.com

South-eastern Region (Region Südost): egb-suedost@deutschebahn.com

South-western Region (Region Südwest): egb-suedwest@deutschebahn.com

Western Region (Region West): egb-west@deutschebahn.com

3.4.7 Implementation of the Rail Noise Protection Act (Schienenlärmschutzgesetz)

With the start of the working timetable 2020/21 on 13 December 2020 pursuant to Article 3 (1) in conjunction with Article 1 Schienenlärmschutzgesetz (SchlärmschG), running freight trains or having freight trains run in whichnoisy freight wagons are inserted on the German rail network on the standard-gauge public railway infrastructure is prohibited. A passenger train in which one or more freight wagons are inserted is equated to a freight train and is thus also subject to this statutory prohibition. The use of just one loud freight wagon in a train means that this train is subject to the prohibition set out in Article 3 (1) SchlärmschG.

A freight wagon within the meaning of the SchlärmschG is a vehicle, accredited as freight wagon.

The definition of the term "loud freight wagon" can be found in Article 2 (1) SchlärmschG.

The following freight wagons are equated to a freight wagon which has fulfilled the prerequisites of the regulations stated in Article 2 (1) of the SchlärmschG when commissioned, and are subsequently treated as quiet freight wagons:

- without provision of an acoustic certificate a freight wagon which has been upgraded from cast-iron brake blocks to composite brake blocks or disk brakes, or
- with provision of a certificate a freight wagon which has been upgraded in a way different from the options stated in number 1 so that it complies with the emissions limits of the regulations stated in Article 2 (1) that need to be verified for commissioning.

Exemptions from the prohibition of running or arranging the running of loud freight wagons on the German rail network on a standard-gauge public railway infrastructure are possible as per Article 5 SchlärmschG.

3.4.7.1 Declaration on the Introduction of Appropriate Processes in Advance of Train Path Applications for the Use of Freight Wagons

Applicants declare that they have implemented appropriate processes to ensure that they will only use quiet trains or freight wagons that are exempt from noise limits in accordance with § 5 SchlärmschG on a train path for quiet trains. In case that Applicants apply for rail infrastructure capacity and cannot exclude the possibility that a train will carry noisy - and not exempted pursuant to § 5 SchlärmschG – freight trains, they declare that they will apply for the allocation of such infrastructure capacity only for ad-hoc capacity (cf. Section 3.4.7.2), for which, due to its design (cf. Section 3.4.7.3 b)) it can be ensured that the maximum permissible noise emission will not be exceeded by the freight train concerned.

Applicants can exclude the use of noisy freight wagons that are not exempt pursuant to § 5 SchlärmschG, for example, if they use new or completely refitted wagons only, separate such wagons from noisy freight wagons by means of technical or operational procedures, or have such wagons separated by means of corresponding contractual arrangements with reliable partners.

3.4.7.2 Train Path Applications

The Applicants are obliged with the train path application by accordingly clicking the field "loud", "quiet" or " loud with exemption" to notify the use of at least one freight wagon in a train within the meaning of the SchlärmschG.

Where the field "loud" is clicked, the train path application is processed in the ad hoc services only.

Further information on requirements relating to the Track Noise Protection Act for train path applications is included in the Guideline 402.0202.

3.4.7.3 Train Path Construction when Allocating Trains with Loud Freight Wagons

a) Working Timetable

Train path applications in the working timetable for trains with at least one loud freight wagon are rejected unless an exemption from the prohibition pursuant to Article 5 SchlärmschG exists and the exemption certificate was sent to DB Netz AG in the prescribed format.

b) Ad Hoc Traffic

Train path applications for loud freight wagons in ad hoc services are rejected unless an exemption from the prohibition pursuant to Article 5 of the SchlärmSchG exists and the exemption certificate was sent to DB Netz AG in the prescribed format, or the permissible sound power levels are observed when running the train by reducing the maximum speed, or on the basis of the requirements set out in Section 4 No. 2 a) to e), the external levels of the noise emission limits of the SchlärmSchG are complied with when the train is running because the train path application was made in accordance with the speed profile from the noise report and the noise report was sent to DB Netz AG in the prescribed form.

Train path agreements for loud trains in ad hoc services, where the maximum speed is reduced to achieve the permissible sound power level are allocated to the Applicants at the earliest five working days before the intended train path use.

3.4.7.4 Checking the Consist Lists of Following the Train Run

Pursuant to Article 7 (3) Sentence 2 of the SchlärmschG, DB Netz AG is obliged to check regularly using samples that trains with loud freight wagons were only allocated such capacity and such usage was approved that comply with the requirements of the SchlärmschG. As a result, DB Netz AG conducts a random sample check of 5% of the allocated paths.

To perform the random sample check, DB Netz AG asks the Applicants to provide the full consist list of the train included in the random sample check within 3 weeks.

The data from the consist lists is compared with the data from DB Netz AG's databases.

To analyse the data electronically, the form provided by DB Netz AG under:

www.dbnetze.com/schienenlaermschutzgesetz

must be filled out and sent to the e-mail address schienenlaermschutzgesetz@deutschebahn.com or provided via the IT interface provided by DB Netz AG. So this form can be allocated to the Individual Usage Agreement, the train number and the day of service must be stated in the subject line of this e-mail. The RU shall keep safe all consist lists for at least 12 months. Instead of sending the consist lists, DB Netz AG shall be notified that the train has been cancelled where a train run does not take place.

If the Applicant does not send the consist list or no notification is made that the train has been cancelled within 3 weeks after the train run, the Applicant is asked once to submit the consist list within a reasonable period or to supply the notification regarding the cancelled train run. If the consist list is not sent within the deadline despite the request, the run train is subsequently recorded as loud.

The data on wagons relating to the working timetable period 2020/21 that is already contained in the database is treated as quiet within the meaning of the SchlärmschG. The database is always supplemented from the working timetable period 2020/21 with wagons that demonstrably meet the noise limits under the SchlärmschG. To this end, DB Netz AG asks the RUs to provide the relevant certificates for individual wagons. This evidence shall be provided within two weeks after the request. In case that the Applicant shall not provide the evidence within two weeks after the request, the Applicant is encouraged once to provide the evidence within one week. In case, that the timely transmission of the evidence fails, also after the second request, the executed train is listed as noisy afterwards. Exemption documents pursuant to Article 5 SchlärmschG constitute

an exception; these shall be submitted subsequent to the train path application. The Applicants shall provide the evidence as follows:

1. For a wagon, which met the requirements of the Commission Regulation (EU) 1304/2014 of 26 November 2014 on the technical specification for interoperability relating to the subsystem 'rolling stock – noise', Decision 2011/229/EU or Decision 2008/232/EC (see Article 8 of the Regulation (EU) 1304/2014) when commissioned, the evidence shall be provided through the commissioning certificate or another comparable document that states the commissioning date.
2. For a wagon commissioned before entry into force of Commission Regulation (EU) 1304/2014 of 26 November 2014 on the technical specification for interoperability relating to the subsystem 'rolling stock – noise', or for which it does not have approvals according to Decision 2011/229/EU or Decision 2008/232/EC (see Article 8 of the Regulation (EU) 1304/2014), the Applicant shall provide evidence such that it ensures in writing that the wagon used by it complies with the requirements of the SchlärmschG. The Applicant shall set out which internal processes are implemented in the company to ensure that the wagons declared by it as quiet actually fulfil the requirements of the SchlärmschG.

Applicants can also provide the evidence through other suitable documents such as workshop logs.

Wagons that are maintained in the database due to the sample check and demonstrably comply with the noise limits under the SchlärmschG shall be permanently deemed to have been checked. The RUs are obliged to notify DB Netz AG immediately of any change to the relevant data, especially of the braking system, of a wagon included in the database.

Where the random sample check verifies the use of a loud freight wagon, this freight wagon must then be checked to determine whether an exemption pursuant to Article 5 SchlärmschG applies. If the check demonstrates that no proper exemption for the loud freight wagon applies, the Federal Railway Authority shall be notified accordingly.

The Applicant is notified about the finding of a used loud freight wagon not exempted pursuant to Article 5 SchlärmschG and informed about the further consequences (for details see below).

If the check establishes that with more than 1% of an Applicant's train path applications, however with at least 5 trains, this involves incorrect applications within the meaning of the SchlärmschG, this Applicant shall be asked to commission an audit regarding the internal processes to ensure that only quiet trains are ordered and run in future. The number of train path applications from the last timetable period (working timetable and ad hoc services) constitutes the reference point for calculating 1%. With new rail services the number of train path applications from the current timetable period shall be applied and extrapolated to the entire timetable period. Within 3 months of the request to conduct an audit, the Applicant shall prove to DB Netz AG that it has commissioned an auditor. Within another 6 months, the Applicant shall provide the evidence documenting that the audit was carried out on schedule and correctly.

If the evidence regarding contracting an auditor and conducting the audit is not supplied on time, the Applicant can only order loud trains in ad hoc services. An application for the working timetable is excluded. Once the Applicant has provided the evidence that the audit was conducted successfully, applications for the working timetable and for quiet trains can again be made.

3.4.7.5 Additional Monitoring by the German Federal Railway Authority

The German Federal Railway Authority also checks compliance with the requirements of the SchlärmschG. If a loud freight wagon runs with an incorrect marking with the train path application, this constitutes an administrative offence that is prosecuted with fines of up to Euro 50,000.00.

4 CAPACITY ALLOCATION

4.1 Introduction

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

4.2 General Description of the Process for Train Path Applications

The NBN and the announced planning parameters (cf. Guideline 402.0203, Annex 3.2.1.2.2) 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 and other train path applications in the sense of Section 4.2.2 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 NBN enclosed as Annex 4.2.1.

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 system 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 1.6.1 of the NBN.

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

www.dbnetze.com/formulare

For the application for, design and acceptance of train paths for rail freight ad hoc services with a deadline of less than 5 working days before departure of the train, DB Netz AG shall also provide the Applicant or the involved RU with the Click&Ride (C&R) application starting from 17.12.2019. The terms of use for C&R form part of this DB Netz AG NBN as Annex 4.2.2.

Further information on C&R is available on the internet:

https://www.dbnetze.com/clickandride

In the event of a technical fault or in the event of transmission faults affecting C&R, the TPN system shall be used.

The RUs/Applicants are obliged to state when applying for a train path whether the train is safety-relevant for the Bundespolizei (federal police, BPOL). For the Bundespolizei a safety-relevant train is:

- in passenger transport for the transport of persons to
  - assemblies (especially demonstrations)
  - events (in particular sports events such as soccer matches, ice hockey games etc. as well as major events such as church congresses, German Unity Day).
- in rail freight transport
  - contingent troops or military equipment (e.g. weapons, ammunition, weapon systems, combat vehicles)
  - uranium hexafluoride / uranium ore concentrate
  - firearms, ammunition or explosives.

Working timetable documents for trains marked as "BPOL-meldepflichtig" (subject to reporting under BPOL), including all amendments and additions after their respective entry into force, are transmitted by DB Netz AG to the entities mentioned in Section 3.3.4.6. e).

Exceptions that may arise due to regulations as per Section 3.2.1.2 remain unaffected by the above provision.

Further information about the principles, content and from of train path applications is contained in guideline module 402.0202.

4.2.1 Working Timetable

The arrangements and processes for train path applications under the working timetable are described in Guideline 402.0203. The main principles are explained below. Charter and nostalgia services pursuant to Ssecection 5.3.2.7 cannot be registered to the working timetable.

There are two phases for compiling the working timetable:

- First phase of working timetable (Sections 4.2.1.5 to 4.2.1.12)
- Second phase of subsequent working timetable compilation (Section 4.2.1.17)

Sections 4.2.1.1 to 4.2.1.4 and Sections 4.2.1.13 to 4.2.1.16 apply to both phases of the working timetable compilation. The deadlines for the respective working timetable phase result from Section 4.2.1.3.

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 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. No amendments are technically necessary cancellations, conversions or new orders.The amended application is deemed to be a fresh application and treated by DB Netz AG as:

- taken into account with applications for the first phase of the working timetable compilation as part of the second phase of the working timetable compilation (see Section 4.2.1.17)
- with applications for the second phase of the working timetable compilation in ad hoc services treated outside the working timetable (see Section 4.2.2)

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 2023:

Working Timetable Compilation	Deadline
Train path application deadline first phase of working timetable compilation	13.03.2023 – 11.04.2023
Provisional draft working timetable first phase of working timetable compilation	until 03.07.2023
Reaction of the Applicant or the involved RU to the provisional draft working timetable first phase of working timetable compilation	until 04.08.2023
Dispatch of the offers	until 14.08.2023*
Acceptance of the offers	until 21.08.2023*
Train path application deadline second phase of working timetable compilation	12.04.2023 – 28.09.2023
Final draft working timetable second phase of working timetable compilation	until 03.11.2023
Begin working timetable	10.12.2023 at 00:00 h

4.2.1.4 Unpunctual Applications

Applications that are not received on time (Section 4.2.1.3) are treated as

- for applications for the first phase of the working timetable compilation as part of the second phase of the working timetable compilation (see Section 4.2.1.17)
- for applications for the second phase of the working timetable compilation in ad hoc services outside the working timetable (see Section 4.2.2).

Train path applications submitted before the train path application period stipulated in Section 4.2.1.3 of the NBN 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 (First Phase of Working Timetable Compilation)

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 3.2.1.2.2.

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 (First Phase of Working Timetable Compilation)

Insofar as orders are not made for the Point-to-Point market segment for long-distance passenger rail services (see 5.3.2.8), or with the addition “Z-Flex” or “R-Flex” for rail freight transport (see 5.3.4.8 and 5.3.4.9), DB Netz AG attempts to compile a train path offer within the following tolerances:

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

*= If DB Netz 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.

Design within these tolerances occurs without consulting the Applicant.

4.2.1.7 Coordination (First Phase of Working Timetable Compilation)

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 process is adopted pursuant to Article 52 ERegG.

4.2.1.7.1. Coordination Process (First Phase of Working Timetable Compilation)

In the coordination process, 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 or cancels the train path application to bring about a mutually acceptable solution, Sections 4.2.1.2 sentence 2 and 4 as well as 4.2.1.1 (3) and 5.6.3.1 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 (First Phase of Working Timetable Compilation)

A coordination process 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 Resolution Process (First Phase of Working Timetable Compilation)

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

(2) With the decision to initiate the dispute resolution process, DB Netz AG will, upon conclusion of the coordination process, ask the Applicants involved in the dispute resolution process whether, in the event that they are unsuccessful in the dispute resolution process, they wish to be allocated that part of their train path request for which there is no conflict in terms of timings (running days and periods) and/or routes. The Applicants shall respond immediately. If, following the dispute resolution process, a partial train path request (potentially with a new train number) is necessary in order to implement a partial allocation, DB Netz AG will inform the Applicant accordingly, stating the departure and/or destination station if only part of the original route is to be allocated; the Applicant shall then complete the path request within 2 working days as instructed by DB Netz AG. If the Applicant does not create the request in the required manner within 2 working days, it will be deemed to have forfeited a partial offer for this part of the train path. If the train path application, including the interest in partial allocation, changes in the course of a dispute resolution process pursuant to § 52 (7) to (9) ERegG, Section 4.2.1.2 sentence 2 and sentence 4 as well as Section 4.2.1.1 (3) and Section 5.6.3.1 shall not apply.

4.2.1.9 Priority Rules (First Phase of Working Timetable Compilation)

a) In accordance with § 52 (7) ERegG, DB Netz AG shall arrive at a decision adopting the following order of precedence, subject to the rights of the Applicant pursuant to § 49 ERegG and to the provisions of §§ 55 and 57 ERegG

(1) regular-interval or integrated network services

(2) cross-border train paths

(3) train paths for freight traffic.

By way of derogation from the order shown above, train paths for international freight traffic are treated on an equal footing with regular-interval or integrated network services if the conflict section is located on feeder and/or outflow train paths which have been ordered in one ordering process with the PaPs in accordance with Section 4.2.5.1. A service is regular-interval for the purposes of (1) above if the interval structure fulfils the following criteria (on the same day) for all trains which are to justify the proof of the regular-interval service. To determine an interval, the Applicant must specify the model train path that defines the interval criteria for all regular-interval trains. The information in the train path application (that has been checked for plausibility if appropriate) is decisive for determining the interval. The disputed train path must be part of the interval structure.

The reference operating point is the first ordered stop of the model train path in the conflict Section, if no stop was ordered in the conflict Section, then the last stop before the conflict Section.

1. Criterion: Essentially the same route

   The criterion refers to train paths (usually grouped together in a single line) with the same

   - departure stations, destination stations;
   - routes (relations):
     In this context the determination "interval" is always refers to the entire conflict Section of a train path. The pre- and post-running of individual train paths is irrelevant for the allocation of this train path to the interval structure; and
   - intermediate stops:
     These can be system stops or individual stops (e.g. at the edge of the day). System stops are stops specified in the stop concept of a line for all interval trains.

   If a conflict arises in the pre- or post-running of individual train paths, the regular interval does not confer any protection for the extra Section of the route.

   The train paths must follow the same route in the disputed Section to qualify as a regular-interval service.

2. Criterion: Repetition at intervals in the reference operating point:

   - runs at least four times a day, and
   - is repeated within 120 minutes, and
   - generally at the same minute past the hour: although for interval trains times at the reference operating point may differ by up to ± 3 minutes from the model train path without infringing this criterion; this applies to:
     - arrival time for train paths ending
     - departure time for train paths commencing
     - arrival and departure times at intermediate stops with ordered dwell times

The acceptability of deviations from the model train path in arrival and/or departure times at the reference operating point will always be assessed on the basis of the times ordered in the train path requests (and plausibility checked if appropriate).

b) A service is integrated for the purposes of a) (1) above if

(1) In rail passenger transport (SPV), if:

- at least two ordered connections (shown in the TPN field "Bemerkungen Kunde an Netz" (remarks customer to Netz) or in the TPN field "Weitere Angaben" (further details), stating the relevant train numbers, from/to connections to at least two stops on own or other train paths; for other (i.e. not own) train paths, the indication of the line designation or other suitable features to identify the connections is sufficient) within 30 minutes from/to own or other train paths (reference in the remarks field to connections at at least two stops on own or other train paths) have been ordered, or
- a turnaround cycle has been ordered (shown in the TPN field "Bemerkungen Kunde an Netz" (remarks customer to Netz) or in the TPN field "Verweise auf andere Bestellungen" (reference to other orders)) (reference in TPN to turnaround cycle), consisting of an outward and return journey with an unchanged train configuration and no more than a 60-minute break between outward and return journeys. In the case of trains operated by multiple units, adding or removing one more units shall not be deemed to alter the train configuration for the purposes of the foregoing.

In the market segment “Punkt-zu-Punkt” (point-to-point), ordered connections cannot be used for integrated network services, because connections lead to the connection of the market segment “Punkt-zu-Punkt” (cf. Section 5.3.2.8).

(2) In rail freight transport (SGV), if

- at least two ordered connections (shown in the TPN field "Bemerkungen Kunde an Netz" (remarks customer to Netz) or in the TPN field "Weitere Angaben" (further details), stating the relevant train numbers, from/to connections to at least two stops on own or other train paths; for other (i.e. not own) train paths, it is sufficient to indicate the line name or other suitable features to identify the connections) (reference in the TPN field to connections at at least two stops) have been ordered, in which a group consisting of at least 8 wagons is attached or detached, or
- a turnaround cycle has been ordered (shown in the TPN field "Bemerkungen Kunde an Netz" (remarks customer to Netz) or in the TPN field "Verweise auf andere Bestellungen" (reference to other orders)), consisting of an outward and return journey with an unchanged train configuration and no more than a 480-minute break between outward and return journeys.
- In the case of conflicts within the type of traffic SGV, train paths with a transhipment point within the MegaHub Lehrte operating location for the exchange of combined transport load units, and for which a period of no more than 240 minutes elapses between the arrival time of the one train path and departure time of the other train path (or between the arrival and onward departure times for the same train path) will be deemed to be integrated (however, a minimum stay period of 180 minutes applies).

Following initiation of the dispute resolution process in accordance with Section 4.2.1.8, the Applicant must submit appropriate evidence within 2 working days upon request by DB Netz AG in order for the above criteria to be considered. If this evidence is not submitted within 2 working days, DB Netz AG will contact the Applicant again and request submission within 1 working day. If the Applicant also misses this second deadline, it will be deemed to have failed to provide the evidence. The same applies to the evidence for a regular-interval train path.

c) If, in the last two years, an Applicant has not used at least 70% of the train paths in the completed working timetable period 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.

If there is no train path order from an Applicant, which acts in the form of a new company in one and the same company group or sales network, from the last completed working timetable period, DB Netz AG shall in the event of a conflict also request this evidence within three calendar days. In doing so, train path orders from companies that act in the company group and/or in the same sales network are allocated to the Applicant.

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 resolution process, 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 timeframe 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 (First Phase of Working Timetable Compilation)

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. It is permissible to take into account several train path applications which are made both under the same train number and using different train numbers, provided that the following three conditions are met cumulatively:

1. The traffic time regulations and days of operation of the individual train path applications complement each other without overlap up to a maximum for the duration of one working timetable period. A direct, successive and completely uninterrupted completion of the of the days of operation is not required.

2. The routes and the relation to be served are consistent. Shortening at the beginning and/or at the end of the routes is permissible. Interruptions of the route are not permissible. Changes to the route due to construction work are taken into account, provided that no additional operating points are ordered in the route outside the diversions route.

3. The train path times are generally consistent. Exceptions are permitted in the case of coordinated deviations. Likewise, deviations due to construction are permissible, provided that at least the same departure time or the same arrival time is found again, whereby in the case of shortening the start or destination operating point must be part of the route of the non-shortened train path.

In the event of a dispute resolution process, we will request the Applicant, with a deadline of one working day, to submit of contiguous paths that cumulatively meet the above conditions.

Any new service discount granted pursuant to Section 5.2.6.1 as well as a PzP discount according to Section 5.2.6.2 is not considered. Priority is given to the application generating the higher charge.

4.2.1.11 Highest Bidder Procedure (First Phase of Working Timetable Compilation)

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.

4.2.1.12 Provisional Draft Working Timetable (First Phase of Working Timetable Compilation)

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 electronically via TPN or PCS. In addition, DB Netz AG makes all offered train paths available to third parties who wish to comment on any impacts of the working timetable on their ability for using rail services in the working timetable period concerned, for capacity-based inspection in the form of the web-based "VNP-Viewer" application. Access to the VNP Viewer is via the following link, which is activated for the comment period in accordance with Section 4.2.1.3:
https://kundeninfo-fahrplan.de/vnp2024/#/

4.2.1.12.2. Comments

The Applicant or the involved RU that has applied for track capacity in the working timetable is given one month's opportunity to comment on the provisional draft working timetable electronically via TPN or PCS. Written comments are only permitted provided the Applicant or the involved RU refers to the fact that its train path application was unauthorizedly not taken into account in the working timetable.

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 1.6.1.

As part of the comments on the provisional draft working timetable, it is possible for third parties who wish to comment on any effects of the working timetable on their ability to use rail services in the working timetable period in question to comment on the train paths offered to others in the context of overall capacity. Third parties may send their comments on the provisional draft working timetable to the e-mail address vnp-viewer2023@deutschebahn.com within the comment timeframe.

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 NBN (including coordination / dispute resolution / highest bidder process).

Objections are dealt with within five working days after expiry of the period for reacting to the provisional draft working timetable. The final draft working timetable shall be in place on expiry of the five working days for addressing justified objections.

4.2.1.13 Final Draft Working Timetable

On the basis of the final draft working timetables, DB Netz AG shall promptly produce a train path offer for concluding 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 NBN 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 6.3.2.1.

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 received by 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 renewed application

- is possible for applications for the first phase of the working timetable compilation as part of the second phase of the working timetable compilation (see Section 4.2.1.17)
- is possible for applications for the second phase of the working timetable compilation in ad hoc services outside the working timetable (see Section 4.2.2).

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 Article 44 ERegG, DB Netz AG will use starting from working timetable 2019 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.

4.2.1.17 Subsequent Working Timetable Application (Second Working Timetable Processing Phase)

After the end of the train path application deadline for the working timetable pursuant to Section 4.2.1.3, additional working timetable paths (subsequent working timetable paths) can be ordered.

DB Netz AG designs subsequent working timetable train paths in order to grant all applications for the allocation of train paths and amendments to train-path agreements in the first phase of the working timetable compilation 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 3.2.1.2.2.

If applications cannot be granted because of train paths that have already been issued or conflicting subsequent working timetable applications, a solution is brought about in the framework of the steps described below.

4.2.1.17.1. Design Tolerances

For subsequent working timetable train paths, unless they were ordered with the addition "Z-Flex" or "R-Flex" for rail freight transport market segments (see 5.3.4.8 and 5.3.4.9), the following design tolerances apply:

- train paths for passenger services: +/-30 minutes,
- other train paths (e.g. freight trains, traction unit movements): +/- 60 minutes.

For the market segments with the addition Z-Flex and R-Flex a design tolerance of +/- 120 min.

Design within these tolerances occurs without consulting the Applicant.

4.2.1.17.2. Coordination Process

If a design of the requested subsequent working timetable path or amendment of train-path agreements of the first phase of the working timetable compilation is not possible as part of the design tolerances, DB Netz AG shall conduct a coordination process in the following order

- Die DB Netz AG asks the Applicant for extended tolerances. If no extended tolerances are granted,
- DB Netz AG attempts to devise a solution so that all train paths secured contractually, amendments to train-path agreements and the requested subsequent working timetable train paths receive suitable capacity. If contractually secured train paths would need to be amended to this end, DB Netz AG conducts a coordination process with the conflict parties under the condition that Applicants who have been allocated a train path in the first working timetable phase, agree to the implementation of the coordination process. If the consent of the Applicant concerned is not given within one working day, the consent shall be deemed to be refused.

4.2.1.17.3. Decision Process

If requested subsequent working timetable train paths cannot be designed without conflicts:

- contractually secured train paths are retained,
- under the request subsequent working timetable train paths and amendments to the train-path agreements, the decision is taken based on the timing of the order receipt (first come, first served). Section 4.2.1.8 (2) applies accordingly. Once the definitive working timetable of the first working timetable compilation phase is available, the subsequent working timetable train paths and the amendments to the train-path agreements are processed chronologically based on the receipt date of the orders. The offers are also submitted chronologically immediately after processing the order. Unless an order must be rejected, DB Netz AG shall also notify the Federal Network Agency chronologically immediately after processing.

4.2.1.18 Check for Provision of Surplus Capacity according to Article 56 (3) ERegG

DB Netz AG will ensure that path requests for ad-hoc capacity which are submitted after finalisation of the annual timetable may also be answered. For this reason, DB Netz AG will check according to the subsequent process, if the provision of surplus capacity is necessary. If there is a corresponding demand, the amount of reserve capacity to be reserved for ad hoc services (GeIV) is determined and this is kept available in the working timetable.

Deadlines for creating GeIV reservation routes	**Date**
Updating the needs assessment for the two previous timetable years	January 2023

Publication of the draft of the GeIV driving positions to be reserved and the associated market consultation	25.01.2023
Statement of the Applicants	Until 08.02.2023
Publication of the final version of the draft train paths for ad hoc services to be reserved before the train path application deadline	03.03.2023
Publication of the scheduled timetables for ad hoc services as part of the draft final working timetable	Completion of second working timetable preparation phase 03.11.2023

4.2.1.18.1. Data Basis for Determining Demand for Ad Hoc Services

In January of each year, the quantities required for ad hoc services are determined for the period of the following working timetable year (year "n"), which each begins in December. The traffic volumes from the working timetable and ad hoc services of the last two completed timetable periods n-2 and n-3 are used according to temporal and spatial criteria and compared with regard to their change in volume shares.

The definition used to determine demand for ad hoc services is explicitly aimed at short-term ad hoc services. For this purpose, all train path applications outside the working timetable with a number of up to seven days of service and a maximum lead time to the first day of service of ten working days are considered and the corresponding running routes are taken from the actual train running data.

The following train paths of the train products listed below, which are not aimed at short-term ad hoc services, are excluded from the analysis. The following train products are not taken into account:

- Traction vehicle drivings
- Construction, measurement and test drives
- DB System Technology
- Empty trains
- Auxiliary trains

To illustrate the volume of traffic on the network, the train numbers for ad hoc services are determined for each route section and all days of the timetable year for the daily time intervals from 6 a.m. to 10 p.m. (day) and from 10 p.m. to 6 a.m. of the following day (night). For this survey, separated by direction and opposite direction, the median value of the train numbers is also determined. The median (also known as the central value) is the value that lies exactly in the centre of a data distribution and is particularly suitable for assessing distributions with scatter. In addition, the capacity utilisation in the timetable year is determined for each route section in each of the two daily time intervals (calculation basis is the 90 percent percentile of the corresponding number of trains). The capacity utilisation values are calculated on the basis of the relevant nominal capacity for the respective daily time interval without construction-related restrictions. The assessment is carried out according to the degree of utilisation of the nominal capacity and is relevant from a value of 108 percent for the assessment of the need to maintain reserve capacity. This percentage value corresponds to the lower limit for critical operating quality or overloading). For double-track lines, the capacity utilisation display is direction-dependent. For single-track lines, the direction-independent value is transferred to both directions of travel in the quantity display.

4.2.1.18.2. Result of the Review and Determination of the Scope of Capacity Reserves for Ad Hoc Services according to Temporal and Spatial Structure

To determine the extent of reserve capacity, a quantity-based calculation is made on the basis of the result from section 4.2.1.18.1. The daily time intervals, route sections and directions are

considered separately. If the capacity utilisation for a corresponding route section and direction is more than 108 percent of the nominal capacity, the train numbers are reserved according to the following procedure:

- Determination of the number of trains for short-term ad hoc services on the corresponding route section per direction and time of day interval (result from 4.2.1.18.1)
- Calculation of the median of short-term ad hoc service in the corresponding route section per direction and time of day interval (result from 4.2.18.1)
- Provision of 10 per cent of the median of short-term ad hoc services as a reserved number of trains on the corresponding route section; provision of 30 per cent of the median of short-term ad hoc services as a reserved number of trains on the pilot route section Löhne - Wunstorf
- Rounding is carried out according to the commercial principle. This means that a reservation is made from a median of >= 5 (a median of 5 corresponds to a reservation of 0.5 train paths, which is rounded up to one train path).

The results of timetable period n-2 and known changes in traffic flows for the future timetable period in the construction-free analysis are compared with those of timetable period n-3 to determine whether there is a change in demand (decrease, no change, increase). This is the case if the results lead to a different assessment in terms of the above procedure.

The determined requirements are covered by fitting in connected journey times over the route sections with a need for reserve capacity for ad hoc services in the corresponding daytime phase (06:00 -22:00 or 22:00-06:00).

The structure of the running positions (start/destination and their route) follows the volume structure of ad hoc services in the total network. For this purpose, model running positions are formed between suitable operating points for a train characteristic that is as generally valid as possible with a high mass and powerful drive. The selection of these operating points is carried out by creating meaningful sections that are not too small and are orientated towards operating points that are suitable for running or operational purposes with the possibility of linking routes or changing the train sequence.)
If all three criteria are met, a protected capacity reserve shall be made available for the ad hoc service allocation process in the following working timetable period.

4.2.1.18.3. Determination of the Capacity Reserves to be Maintained in the Working Timetable

The capacity reserves to be kept available will be pre-constructed on the basis of the sample timetables determined in Section 4.2.1.18.2 as part of the conceptual timetable consultation for timetable period n.

The result of the review will be published on DB Netz AG's website at the end of January in the form of running positions of ad hoc services intended for reservation, map depiction of the route sections and map depiction for the underlying demand quantities pursuant to Section 4.2.18.2 and Applicants will be consulted by the end of January as to whether there are any previously unrecorded demands that may be additionally required or structurally changed in the future. DB Netz AG will communicate the website on which the published documents will be posted in advance by means of customer information. The updated result of the capacity reserves to be maintained for ad hoc services in the working timetable will be published before the start of the ordering phase of the working timetable.

In the next step, the published driving positions are scheduled as internal network orders during the ordering phase of the working timetable.

The aim is to fit the train paths provided for ad hoc services into the working timetable train paths without conflict. This avoids conflicts between working timetable train paths and reserved train paths for ad hoc services, meaning that explicit conflicts only occur between working timetable

train paths. In the context of a decision process between working timetable train paths, the capacity reserve for ad hoc services remains unaffected.

During the compilation phase of the working timetable - first phase of working timetable compilation- these reserved train paths for ad hoc services are treated with design margins of +/- 3 minutes. This design margin serves as a solution space exclusively for the train path reserved for ad hoc services. If train path applications in the working timetable conflict with the train paths reserved for ad hoc services during the compilation of the working timetable, the reserved train path for ad hoc services is moved to a free capacity in accordance with the design margin of +/- 3 minutes. If, in the further course of construction, it transpires that the reserved train path of the ad hoc service, which has been shifted by +/- 3 minutes, causes a conflict with another train path of the working timetable in its order position, the shifted reserved train path of the ad hoc service is returned to its original position.

If there is no free capacity for the train path held for ad hoc services or if it has been moved back to its original position, free capacity is sought for the train path application of the working timetable in accordance with the rules of simplified coordination pursuant to Section 4.2.1.7 in conjunction with Section 6 (5) of Guideline 402.0203, during which the train path held for ad hoc services remains in its original position.

If there is still no free capacity within the framework of simplified coordination in accordance with Section 4.2.1.7 in conjunction with Section 6 (5) of Guideline 402.0203 of the train path application of the working timetable, the train path application of the working timetable is inserted using the overtaking option closest to the train path conflict after the train path held for ad hoc services. This new position of the train path application of the working timetable is binding for further construction. In the event of conflicts between the train path application submitted for the working timetable and another train path application for the working timetable that is adjacent to the reserved train path for ad hoc services, the coordination procedure and, if necessary, the decision-making procedure must be initiated in accordance with the provisions of the NBN and the guidelines.

For the construction of the second phase of working timetable compilation in accordance with Section 4.2.1.17, the train paths provided for ad hoc services are binding in their form from the 1st working timetable compilation phase, i.e. the train paths provided for ad hoc services cannot be adjusted with a construction margin of +/- 3 minutes. Otherwise, the procedure described above for the 1st working timetable compilation phase applies accordingly to the 2nd working timetable compilation phase, including the simplified coordination step. The coordination procedure and, where applicable, the decision process are carried out in accordance with Section 4.2.1.17 in conjunction with Section 11 of Guideline 402.020.

The train path results of the train paths for ad hoc services will be published once the final draft working timetable for the 2nd working timetable compilation phase has been completed.

4.2.1.18.4. Allocation of Available Capacity Reserves for Ad Hoc Services

Each month, always for the next two months in advance, the train paths reserved for ad hoc traffic are released for the corresponding traffic period. This mechanism ensures that the reserved train paths are available at the earliest after the completion of the working timetable compilation phase (after the 2nd working timetable compilation phase) and subsequently a maximum of two months in advance. In concrete terms, this means that the reserved train paths for December and January are released at the beginning of November. From December onwards, train paths are released on the first day of the month for the month after next (e.g. release for February takes place on 1 December). The last release for the corresponding annual timetable for 1st December of the following year until the respective timetable change therefore takes place on 1st October. The release takes place by cancelling the reservations of the reserved train paths in the working timetable, i.e. the capacity reserves are released for booking.

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 5.3.2.7 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 for the second phase of the working timetable compilation after the application deadline pursuant to Section 4.2.1.2 (3) Subsection 2 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 Applicant or the involved RU. The start of the processing period pursuant to Section 4.2.2.4 depends 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.

With applications via C&R or PCS Capacity Broker an automated incoming order inspection of the information is run as part of the train path application. The Applicant or the involved RU therefore receives direct feedback about the plausibility of the train path application. The Applicant or the involved RU must validate and resend its data where this incoming order inspection fails. When in need of assistance the Applicant can contact a DB Netz AG employee (contact details in the Terms and Conditions of Use concerning Click&Ride in **Annex 4.2.2**).

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 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)

- Steam locomotive movements (coal and oil-fired),
- Consignments for which calculation of an individual tonnage rating is necessary or requested,
- Recording movements and trial runs,
- 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),
- Application amendments for train paths on the working timetable after the application date within the meaning of Section 4.2.1.2 sentence 3.

b)

- Movements in ad-hoc services on lines not marked as open in the sense of Section 2.5.5.

c)

- Cross border journeys according to Section 4.2.4,

d)

- Consignments pursuant to Section 3.4.3

e)

- Test runs within the meaning of Ril 408.3431

		Deadline for Train Path Processing	**Deadline for the Customer to Accept the Offer**	**Deadline for Announcement of the Timetable**
	Applications for allocations for individual train paths	immediately, but no later than within 5 working days	1 working day	1 working day
		a) immediately, but no later than within 5 working days		
		b) immediately, but no later than within 5 working days; however applications for this must be made 14 calender days before the planned journey at the latest.		
	Applications for allocations of individual train paths involving very time-consuming processing	**c)** The maximum deadlines of the foreign infrastructure managers concerned by the respective train path application according to **Annex 4.2.2.4** apply	1 working day	1 working day

	Deadline for Train Path Processing	Deadline for the Customer to Accept the Offer	Deadline for Announcement of the Timetable
	d) immediately, but no later than within 5 working days		5 working days
	e) 4 weeks		

The above deadlines are the maximum deadlines.

f)

Train path applications via C&R are only possible for train paths of rail freight ad hoc services with a deadline of less than 5 working days before the desired departure time provided these train path applications:

- Only cover one day of running,
- Only use the DB Netz AG rail network,
- Do not entail very time-consuming processing,
- Do not require any train handling stops where the train characteristics are changed, and
- Do not have an arrival time that is later than 11:59 pm on the day after the departure date.

The deadline for the automated train path processing when using C&R is normally no more than three minutes.

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. Sentence 1 does not apply to applications via C&R or PCS Capacity Broker pursuant to Section 4.2.4.2.

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 3.2.1.2.2.

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

a)

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 pursuant to Section 4.2.2.4, clarification with the Applicant or the involved RU is not possible in case of substantial deviations.

b)

The following applies with train path applications via the C&R application:

- The planned departure must be at least 45 minutes after the application time. If the Applicant specifies a different departure time, the earliest possible departure time is automatically corrected before sending the request.
- The readiness for departure is assumed when prioritising the departure time and requested when prioritising the arrival time. In the case of trains not reported as ready to depart, the earliest departure is at least 90 minutes after the application time.

4.2.2.6.3. Train Path Applications for Energy Sources as defined in the EnSiTrV Annex

a) Requirements for atrain path application for energy sources as defined in the EnSiTrV annex

These Train path applications always have

- marked as EnKo train path for energy carrier within the meaning of the EnSiTrV Annex, for which a supply bottleneck has been identified for the starting or destination point of the transport in accordance with § 2 EnSiTrV at the time of transport in compliance with the relevant provisions of Ril 402.0202,
- in accordance with § 1 Para. 5 Sentences 1 and 2 EnSiTrV in total for load and empty direction with trainsets in closed circuits (block trains)

at the latest 10 calendar days before the planned execution of a transport. Load direction and empty direction do not have to have the same starting point or the same destination; deviating train formations in the empty direction are possible; train changes and treatments are to be limited to what is absolutely necessary for operational reasons.

Furthermore, the application for train paths for energy carriers as defined in the EnSiTrV Annexis only possible via TPN (not via Click&Ride.

With regard to the regulations on the transport of large transformers (§ 3 EnSiTrV), Section 3.4.3 in conjunction with 4.7 shall remain unaffected.

If the Applicant or the involved RU does not comply with the requirement in sentence 1, no preferential treatment shall be given under the provisions of this NBN that apply to energy carriers as defined in the EnSiTrV Annex.

b) VDeclaration in accordance with § 1 (3) No 2 EnSiTrV

The Applicant or the involved RU must submit a declaration to DB Netz AG using the form that forms part of this NBN as Annex 4.2.2.6.3 to provide evidence of the need for a train path request to carry out a transport operation to ensure the supply of energy carriers within the meaning of section 1 (2) sentence 1 in conjunction with (3). The declaration must be sent to the address

EnKo-Netz@deutschebahn.com

c) Planning Priority

For the procedure to ensure the planning priority of train paths for energy carriers according to EnSiTrV Annex , the procedure according to § 4 EnSiTrV applies.

4.2.2.7 Train Path Offer by DB Netz AG

4.2.2.7.1.

In the case of applications pursuant to Article 56 (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. 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 5 working days 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 5 working days prior to departure,
DB Netz AG is entitled under Section 4.2.2.9.2 (2) 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 NBN 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 Basic Agreement IU.

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.

4.2.2.7.3.

With applications via the C&R application the Applicant receives up to three train path offers. The Applicant can consult the offer directly in the app. The deadline for accepting the offer is 10 minutes once the offer has been sent in full. If there is no response within this deadline, the offer expires.

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 and are therefore treated as applications for ad hoc services, the processing period pursuant to Section 4.2.2.4 begins on completion of the final working timetable featured in the original application.

4.2.2.9 Conclusion of the ENV (Individual Usage Agreement)

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. Otherwise the ENV does not come about. Section 5.4.2 in conjunction with Section 5.6.3.1 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), 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 Sections and 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, 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 Other Route Operators concerning the Provision of Capacity and the Allocation of Train Paths Involving more than one Network

4.2.3.1 Cooperation between DB Netz AG and Domestic Route Operators

Concerning the provision of train paths in case more than one route operator is involved, DB Netz AG has concluded agreements with other route operators.

These agreements cover all process steps for all participants in the path request and path allocation process if at least two route operators are involved. This process is valid for the annual timetabling process and the ad-hoc timetabling process and for all types of traffic.

For details of the agreements between DG Netz AG and other route operators, for national and international path requests, for the annual timetabling process and the ad-hoc process, see Annex 4.2.3.1.

4.2.3.2 Cooperation between DB Netz AG and Foreign Route Operators

International cooperation between DB Netz AG and foreign route operators concerning border-crossing lines is covered by DB Netz operating regulation 302. Operating regulation 302 is an integral part of this NBN (see Annex 3.2.1.2.3).

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 1.6.2, 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 procedures 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 IT application PCS or PCS Capacity Broker (cf. Section 1.7.2.2) or use of the current RNE application form.

- Broken down into national 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 NBN.

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.

When registering via the PCS or PCS Capacity Broker IT application, general and specific national information (mandatory information in accordance with the provisions of this NBN) must be provided. If these details differ, the national details shall prevail.

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.

4.2.4.2 Conditions for the Use of the PCS Capacity Broker

4.2.4.2.1. Train Path Applications via the PCS Capacity Broker

Train path applications via the PCS Capacity Broker IT application are only possible for train paths for ad hoc rail freight services with a notice period of less than 5 working days and more than 90 minutes before the desired departure time exclusively via the cross-border route Basel Bad Bf - Basel RB Muttenz (route number 4405), provided that these train path applications:

- include only one transport day,
- do not represent another case of particularly extensive train path processing (4.2.2.4),
- are processed with a customer number for which DB Netz AG has received a general declaration with the "Supplement to the train path application for the use of German railway routes on Swiss territory" pursuant to Art. 2.1 of Guideline 302.5004, which can be found via the link contained therein under "Supplement to the train path application", for the timetable year that the ordering RU itself assumes RU responsibility on the German railway routes on Swiss territory,
- use an international train number assigned by SBB Infrastructure or DB Netz AG,
- do not have an arrival time later than 23:59 on the day following the day of departure.

4.2.4.2.2. Route Construction via the PCS Capacity Broker

The harmonised train path construction of the RIUs involved takes place sequentially in the direction of construction, which is defined by the Applicant in the PCS Capacity Broker.

If train path construction begins at the neighbouring RIU, the PCS Capacity Broker only transmits the train path application for the route section to DB Netz AG once the neighbouring RIU has handed over the construction result for its route section to PCS Capacity Broker with the handover time.

The deadline for automated train path processing of the DB Netz AG line section when using PCS Capacity Broker is shown in Annex 4.2.2.4.

4.2.4.2.3. Train Path Offer via the PCS Capacity Broker

When registering via the PCS Capacity Broker, the Applicant only receives an offer if all involved RIUs have submitted an offer to the PCS Capacity Broker for the respective share of the cross-border train path, which match at the transfer point.

The harmonised train path offer is displayed in the PCS Capacity Broker. If no harmonised train path offer is possible or in the event of a technical failure or transmission disruption of the PCS Capacity Broker, the offer is made via TPN in accordance with Section 4.2.4.1.

The deadline for accepting the offer is 45 minutes before the offered departure time, but is a maximum of 24 hours after the offer has been submitted in full. If no reaction is received within this period, the offer expires.

In the event of a technical failure or in the event of transmission disruptions from the PCS Capacity Broker, the train path registration option via TPN is available to all Applicants as a fallback level.

4.2.5 Catalogue Train Paths on Rail Freight Corridors

From the publication of the train path catalogue (cf. Section 4.2.5.1) 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 1.7.1.1) 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 1.7.2.2) 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, not to the corresponding participating RIU. A PCS account can be requested directly from RNE or via the Corridor OSS.

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 4.2.1.5. 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/or outflow paths can also be applied for at the Corridor OSS; whereby these train paths then must be applied for exclusively in the PCS booking tool in one ordering process. 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) for RIUs involved in the corridor (PaP and feeder/outflow paths, whereby feeder/outflow paths are not considered as pre-arranged train paths within the meaning of Art. 14 (4) of Regulation (EU) 913/2010). The allocation of feeder/outflow paths is governed by national rules.

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 Section 4 for rail freight corridors and are published on the website of the rail freight corridors or in extracts in Annex 4.10.

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 allocation rule 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, Orient/East-Mediterranean and North Sea-Baltic and Rhine-Danube rail freight corridors the allocation rules as described in Annex 4.10 (there 3.4.13 ff.) apply.

The Corridor OSS informs the Applicant in early May of its decision on PaP-allocation. 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/outflow 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 allocation rules 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/outflow 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 and for information on communication under the provisional working timetable Section 4.2.1.12 ff.

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 can be found in Annex 4.10 and are also – as well as 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 - available on the websites of the relevant corridors (see the links in Section 1.7.1).

4.2.5.3 Train Path Applications and Allocation for Reserve Capacities

For the rules on reserve capacity, see Annex 4.10 (there 3.6.1. ff.).
For changes to train path applications for remaining capacities, Section 4.2.2.3 shall apply analogously.

4.3 Reserving Capacity for Temporary Capacity Restrictions

This is governed by the provisions of Section 2.5.3 and Guideline 402.0305.

4.4 Impacts of Framework Agreements

The provisions of Section 4.4 shall apply to Framework Agreements concluded up to and including 30.11.2016 (3rd Framework Agreement period; working timetable 2016-2020) as well as to new Framework Agreements to be concluded for the working timetable 2026.

4.4.1 General

a) Within the Framework Agreement

- The Applicant shall apply train paths in all working timetable periods during the term of the Framework Agreement within the scope agreed within the Framework Agreement for all rail infrastructure capacities covered by the Framework Agreement or otherwise notify the infrastructure manager of its intention not to use all or part of the framework capacity according to Section 4.4.6 a) and b)
- DB Netz AG shall offer the Applicant a train path within the meaning 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 capacity is explicitly defined in the annexes to the Framework Agreement. A reference profile for a rail infrastructure capacity is defined by the information on time, days of service and routes contained in the annex of the respective Framework Agreement.

c) The scope describes the permissible variance from a reference profile that may be used in the planning of a working timetable path that was requested applied 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.

The following minimum timeframes apply to rail infrastructure capacities:

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

On the scope for allocation when awarding framework contracts, cf. under 4.4.3.d)

d) Framework Agreements for the fourth Framework Agreement period from working timetable 2026 have a term of five consecutive working timetable periods.

e) Rail infrastructure capacities must be secured for at least 100 days of service in a working timetable period, or at least one day of service per week with at least 45 days of service that are the same per working timetable period, in the Framework Agreement. Requests Applications for single days, or for additional days, lost days and weekday public holidays, are not possible.

f) The Framework Agreement shall not preclude the use of the relevant network by other Applicants.

DB Netz AG therefore rejects the conclusion of Framework Agreements insofar as rail infrastructure capacities bound by Framework Agreements would exceed a maximum capacity of 60 per cent per route within the control period of 2 hours pursuant to Article 8 (2) of Commission Implementing Regulation (EU) 2016/545. If the maximum capacity is exceeded, all applications concerned shall be ranked by applying the decision-making procedure in ac-cordance with section 4.4.3 g), h), i).

The standard charge will be determined in accordance with Section 4.2.1.10. and using the latest available List of Charges of NBN 2025.

Initially, only applications that fit the affected route section in the order of priority until the maximum capacity is reached are constructed. If, in the course of the construction or subsequent decision process that certain capacities are not required, these are supplemented by deferred capacities in accordance with the ranking determined for this route section.

On route sections on which only train paths of the type SPNV were used in the two working timetable periods preceding the application for the framework agreement, the above-mentioned value of the maximum capacity is 90%. The route sections for which a maximum capacity of 90% is taken as a basis can be found in Annex 4.4.1b.

The calculation of the maximum capacity shall be based on the most probable overall operating picture and not exclusively on the operating picture from applications for framework agreements. Therefore, reference is made to a past operating day. This operating day is the third Thursday in January of the last available annual timetable. This operating day is taken from the last available constructed annual timetable and on the basis of this the capacity consumption and the corresponding number of train paths are determined in accordance with the specifications of UIC Leaflet 406 (see Annex 4.4.1a). The number of train paths determined in this way is then normalised to a utilisation of 100% and the maximum capacity of 60% or 90% is calculated from this.

g) In the allocation of Framework Agreements on Rail Freight Corridors or sections on Rail Freight Corridors, rail infrastructure capacity that is already bound by catalogue train paths on RFCs within the meaning of EU Regulation 913/2010 at the time of allocation is not available for the allocation of Framework Agreements.

h) The framework capacity statement within the meaning of Article 3 of Commission Implementing Regulation (EU) 2016/545, including an overview of framework capacity already allocated per line and control period of 2 hours can be found in the published infrastructure register of DB Netz (www.dbnetze.com/isr). DB Netz AG discloses every Framework Agreement concluded to all Applicants. The disclosure shall be anonymous, that is, without naming the Applicant, to respect commercial confidentiality.

i) The Master of a Framework Agreement including annexes is part of the NBN as Annex 4.4.1.

j) DB Netz AG publishes a medium-term concept for optimised capacity utilisation (mKoK) prior to Framework Agreement planning and applications. The mKoK will present optimal use of an available infrastructure capacity within the meaning of Article 6 (1) (a) of Commission Implementing Regulation (EU) 2016/545. The mKoK is published on the internet under the link https://fahrweg.dbnetze.com/fahrweg-de/kunden/nutzungsbedingungen/nutzungsbedingungen/rahmenvertrag-1369214.

To assist in Framework Agreement planning and application, DB Netz AG also offers the Applicant the possibility of a free Framework Agreement timetable consultation.

Customer information will be issued providing further information about the Framework Agreement timetable consultation.

4.4.2 Application for a Framework Agreement

a) A prerequisite for the registration of Framework Agreements is a concluded Basic Agreement on Infrastructure Use.

b) Framework Agreement applications can always only be submitted with effect for the working timetable period following the application. A Framework Agreement comes into effect at the earliest with the next working timetable period commencing directly after conclusion of the Framework Agreement. In the fourth Framework Agreement period, DB Netz AG is not offering any Framework Agreements with a deferred start date. Section 4.4. (2) remains unaffected.

c) In the case of applications within the meaning of Article 6 (4) of Commission Implementing Regulation (EU) 2016/545 received by DB Netz AG by ##.##.#### (date to be replaced later) at the latest, DB Netz AG examines whether and to what extent they can still be taken into account in the fourth Framework Agreement period in line with the provisions of Section 4.2.1.17 (second working timetable processing phase). Accordingly,

- late requests that do not conflict with requests received within the time limit can be allowed
- in case of conflict, an extended design tolerance of +/- 20 min for rail passenger services and +/- 120 min for other services is applied for requests received after the deadline without consultation with the Applicant
- a coordination process shall can be carried out if the Applicant(s) of the respective timely application concerned agree(s) thereto upon request within one working day; if this coordination procedure does not lead to a result, a decision procedure shall follow
- In the decision process, priority will be given to requests received on time or a decision will be made among applications received by the deadline according to the date of receipt of the application (first come, first served)

d) Applications to conclude Framework Agreements must be submitted electronically via the train path portal (TPN) to the working timetable customer centre by the application deadline. As justification for the application, it may be accompanied by information on the aspects listed in Article 6 of Commission Implementing Regulation (EU) 2016/545, which will be taken into account by DB Netz AG before concluding a Framework Agreement. The market segment Punkt-zu-Punkt (point-to-point) is to be indicated as mandatory information in the Framework Agreement application in the TPN field "Bemerkungen Kunde an Netz" (remarks customer to Netz). Applications for Framework Agreements with information on feasibility studies for exceptional transports (Bza), individual tonnage rating and secured passing without stops are not permitted. Information in this regard in the TPN is irrelevant and leads to the fact that plausibility check procedure is carried out.

e) Only applications that have been completed correctly and in full 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 request. 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.

f) If the application to conclude or amend a Framework Agreement relates to a cross-border transport service, DB Netz AG will contact the foreign or domestic infrastructure managers concerned to determine whether there is a need for coordination. At the request of the Applicant, DB Netz AG shall appoint a coordinator within the meaning of Article 12 (1) of Commission Implementing Regulation (EU) 2016/545 for the purpose of coordinating the rail infrastructure capacity committed under the Framework Agreement between the infrastructure managers concerned. The Applicant shall inform DB Netz AG in good time of any further Framework Agreement applications for the respective cross-border transport rail service.

g) If the application for the conclusion or amendment of a Framework Agreement concerns rail lines of a European Rail Freight Corridor, DB Netz AG shall inform the Executive Board for the Rail Freight Corridor concerned, at its request, in accordance with Article 5 (4) of Implementing Regulation (EU) 2016/545 at least one month before the conclusion or significant amendment of the Framework Agreement.

h) The specific deadlines for the application for the conclusion of period-related Framework Agreements are listed in **Annex 4.4.2.**

4.4.3 Processing Framework Agreement Applications

a) DB Netz AG shall process all timely applications for period-related Framework Agreements in consideration of the best possible utilisation of the infrastructure.

In addition, prior to concluding the Framework Agreement, DB Netz AG shall, for the purpose of approving the Framework Agreements, examine and substantiate the aspects listed in Article 6 of Commission Implementing Regulation (EU) 2016/545, also taking into account the information provided by the Applicant in this regard. Applications that contradict the aspects listed in Art. 6 (1) Implementing Regulation (EU) 2016/545 will be rejected after the coordination process has been carried out. As part of the coordination process, the Applicant is given the opportunity to adapt its application in such a way that it does not contradict the requirements of Art. 6 (1) of the Implementing Regulation (EU) 2016/545.

b) In compiling and coordinating the applications for Framework Agreements from the Applicant and drawing up Framework Agreement offers, DB Netz AG shall take as a basis the planning principles announced for the working timetable period that follows the conclusion of the agreement in each case.

c) A conflict within construction pursuant to Art. 9 (1) Implementing Regulation (EU) 2016/545 exists if the reference lines of Framework Agreement applications continue to be incompatible even after utilisation of the allocation margins pursuant to Section 4.4.3 d). This is the case in particular,

- where there is an overlap of curfew staircases
- where there is an overlap of track occupations in nodes
- where there is a prohibition on encounters between certain train categories.

d) In order to secure the best possible use of available infrastructure capacity within the meaning of Article 6 (1) (a) of Commission Implementing Regulation (EU) 2016/545, DB Netz AG will first attempt to submit an offer for the conclusion of a Framework Agreement within the following allocation tolerances:

- For passenger services: +/-3 minutes
- For other services: +/-30 minutes
- For the market segment “Punkt-zu-Punkt-Verkehre SPFV” (Point-to-Point for long-distance passenger rail services), an allocation tolerance of +/- 30 minutes applies.

e) DB Netz AG shall check for Framework Agreement applications which at least partially concern the period from 06:00 to 22:00,

- whether the Framework Agreement Application was ordered in a capacity-optimising manner within the meaning of the medium-term concept for optimised capacity utilisation (mKoK) pursuant to Section 4.4.1 j). DB Netz AG shall check whether the Framework Agreement Applications are capacity-optimising in accordance with Art. 6 (1) of the Implementing Regulation (EU) 2016/545. This is done by checking whether the number of applications for train paths received allows at least the capacity utilisation envisaged in the mKoK. It must be ensured that for each type of traffic at least the number of capacities per line section in the two-hour grid is achieved which was used on the reference date selected for determining the upper capacity limit in accordance with Section 4.4.1 f). Should it not be possible to achieve at least the capacity utilisation rate and the number of capacities per type of traffic envisaged in the mKoK in the #### timetable, DB Netz AG shall reject the Framework Agreement Application that do not optimise capacity due to incompatibility with Art. 6 (1) Implementing Regulation (EU) 2016/545, taking into account the following sentences, until the capacity utilisation rate

and the number of capacities per type of traffic envisaged in the mKoK are achievable in the #### timetable. In doing so, DB Netz AG shall check in detail with regard to the line section concerned whether the mKoK actually meets the criteria in this respect pursuant to Art. 6 (1) a), c), d), g), i) and k) of the implementing regulation (EU) 2016/545. DB Netz AG shall document the performance of the verification. Only in the event that the mKoK also fulfils the aforementioned criteria in the detailed audit, will a rejection be based on the lack of attainability of the capacity utilisation envisaged in the mKoK.

- if there is no capacity-optimising application, whether one is produced with the application of the allocation margins. If necessary, DB Netz AG will request extended leeway from the Applicant.
- whether the capacity-optimising Framework Agreement Application meets the criteria of Art. 6 Para. 1 lit. b) to lit. k) Implementing Regulation (EU) 2016/545. DB Netz AG does not apply any further criteria.

If an application contradicts the provisions in the above bullet points even after a coordination process, DB Netz AG shall reject the application for the conclusion of a Framework Agreement on the basis of Art. 6 (1) of the Implementing Regulation (EU) 2016/545. This is particularly the case if, in accordance with the requirements of the first bullet point, at least the capacity utilisation rate and the number of capacities per type of traffic envisaged in the mKoK cannot be achieved in the #### timetable in the two-hour grid.

For Framework Agreement Applications relating exclusively to the period 22:00 to 06:00, DB Netz assumes capacity-optimised utilisation following any necessary decision procedures pursuant to § 49 (10) sentence 1 in conjunction with § 52 (7) and (8) ERegG and checks whether the Framework Agreement Applications do not otherwise meet the criteria of Art. 6 (1) lit. b) to lit. k) Implementing Regulation (EU) 2016/545.

f) If it is not possible to process applications for the conclusion of a Framework Agreement pursuant to Section 4.4.3 d) without conflict, a coordination proceess pursuant to Article 9 (1) and (2) of Commission Implementing Regulation (EU) 2016/545 shall be carried out in accordance with the process set out in Section 4.2.1.7 in conjunction with Section 6 of Operating Regulation 402.0203. Pursuant to Article 49 (10) of the ERegG, the provisions of Article 9 (3) to (6) and Article 10 of Commission Implementing Regulation (EU) 2016/545 shall not apply in this respect.

No conflict shall exist if, taking into account desired node relationships, connections cannot be realised within the allocation leeway mentioned in d) above. DB Netz AG shall inform the Applicant if the desired connections could not be realised within the design tolerance.

g) If no agreement is reached despite the coordination, DB Netz AG shall implement a dispute resolution process and decide on conclusion of the Framework Agreement in the following order of precedence.

1. Rail infrastructure capacities for regular-interval or integrated network services
2. Rail infrastructure capacities for cross-border transport service
3. Rail infrastructure capacities for freight transport

For regular-interval or integrated network services, Section 4.2.1.9 lit. a) and lit. b) shall apply accordingly.

h) If, due to a conflict of several applications for Framework Agreements, a standard charge procedure pursuant to Article 52 (8) ERegG in conjunction with Section 4.2.1.10 is adopted, the standard charge for the reference profile of the capacity secured in the Framework Agreement will be calculated in consideration of the days of service requested under the Framework Agreement for the duration of the Framework Agreement; at the most, however, until the end of a framework working timetable period.

i) If, due to a conflict of several applications for Framework Agreements, a highest bidder procedure pursuant to Article 52 (8) ERegG in conjunction with Section 4.2.1.11 is adopted, DB Netz AG will request that the affected Applicant or involved RU to offer a sum of money within five working days. The bids are to be forwarded to DB Netz AG exclusively through the Federal Network Agency.

j) Where a Framework Agreement for a cross-border route is applied for, Section 4.2.4.1 shall apply accordingly.

k) If there are reductions at the beginning or end of the ordered Framework Agreement capacities due to rejections, DB Netz AG asks the Applicant concerned whether there is interest in a partial offer of the remaining Framework Agreement capacity. In the event of queries due to maximum capacity being exceeded, the Applicant expresses its interest in a partial offer of the Framework capacity within 5 working days. If no response is received within 5 working days, DB Netz AG shall request the Applicant to express its interest in a partial offer within a further 2 working days. In the case of requests for rejections due to train path conflicts on the basis of Sections 4.4.3 g), h) and i), the Applicant shall express its interest in a partial offer of the framework capacity within 1 working day. If there is no timely response from the Applicant to the request for interest in the partial offer in accordance with the above provisions, DB Netz AG assumes that there is no interest in partial allocation. A further partial allocation will not be made

4.4.4 Approval of Framework Agreements

a) DB Netz AG shall subsequently inform the regulatory body pursuant to Article 72 clause 1 no. 4 ERegG of DB Netz AG's intended rejection of the conclusion of a Framework Agreement. Insofar as the regulatory body does not object to DB Netz AG's intended rejection, DB Netz AG shall notify the Applicant in writing or electronically of the rejection of the Framework Agreement subsequent to the notification procedure, stating the reasons for this.

b) Where Framework Agreements are concluded subject to a condition precedent, DB Netz AG shall apply to the regulatory body for approval of the concluded Framework Agreement pursuant to Article 49a ERegG. DB Netz AG shall notify the Applicant of an approval or assumed approval in writing or electronically. If approval is refused, DB Netz AG shall also notify the Applicant concerned, stating the reasons.

4.4.5 Offer to Conclude a Framework Agreement

DB Netz AG submits an offer subject to a condition precedent for the conclusion of a periodic Framework Agreement to the Applicant electronically via TPN. The Applicant accepts the offer electronically via TPN. An offer for conclusion of a period-related Framework Agreement must be accepted within 5 working days following receipt of the offer by the Applicant. The concluded Framework Agreement is subject to the condition precedent of the approval of the Framework Agreement by the regulatory body. This also applies to amendments to Framework Agreements.

4.4.6 Application of Framework Agreements in Working Timetable Compilation and Period

a) The Applicant must apply, within the agreed timeframe, train paths for the working timetable with reference to and within the scope of the rail infrastructure capacities defined in Annex 1 of the Framework Agreement; a switch to a lower-priced market segment is not permitted. If this is not done, DB Netz AG will duly reduce the framework capacity for the relevant working timetable period in accordance with Article 11 (2) of Commission Implementing Regulation (EU) 2016/545, unless the Applicant immediately sets out in writing/text to DB Netz AG that the reasons for this failure were outside of its control.

The following reasons shall be accepted as being outside of the Applicant's control (see also Section 2 of the Master Framework Agreement)

- Construction work of the infrastructure manager

- Force majeure
- Insignificant deviation of the train path application from the from the time frame, days of service or route agreed in the framework agreement, which was not foreseeable at the time of conclusion of the Framework Agreement, e.g. operation of new rolling stock, changed transport and stop concepts, insofar as this does not lead to a conflict with a competing train path application which would require a dispute resolution process in accordance with Section 4.2.1.8. of the NBN.

If the reasons for the missing or deviating train path application were within the Applicant's control, the framework capacity in the relevant working timetable period will also be reduced accordingly and, in addition, the Framework Agreement will be cancelled by DB Netz AG so that the infrastructure capacities defined in the Framework Agreement are no longer secured for the Applicant in the subsequent working timetable periods.

b) During a working timetable period, the Applicant must use train paths contractually bound under Framework Agreements to an extent of at least 70% of the framework capacity (see Article 11 (3) of Commission Implementing Regulation 2016/545). If the Applicant intends to use less than 70% of the framework capacity in terms of scope, days of service or route for a period of more than one month during a working timetable period, the Applicant notifies DB Netz AG of this in writing without delay, and at least one month in advance. If the Applicant fails to provide this notification and the reasons for the non-utilisation as described in Section 4.4.6. a) above were within the Applicant's control, DB Netz AG shall also cancel the affected framework capacities for the subsequent working timetable periods.

4.4.7 Amendment of Framework Agreements

a) A request for modification to rail infrastructure capacities in the sense of Section 4 (1) or Section 4 (2) of the Master Framework Agreement 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 in the sense of Section 4 (1) or Section 4 (2) of the Master Framework Agreement makes modification necessary in a further infrastructure capacity directly affected by this (secondary effect), a modification of this nature can also be undertaken in accordance with Section 4 of the Master Framework Agreement (in conjunction with Appendix A to the Master Framework Agreement).

Requests for amendments which are made in the interests of better utilisation of the rail network are also permissible. Reasons can include, in particular

- Reduced capacity consumption compared the reference profile of the existing Framework Agreement
- A reduction of travel and journey times (e.g. due to the operation of new high-performance rolling stock)
- To improve performance quality of the rail network (e.g. by shifting the previous reference profile to guarantee additional connections in the regular-interval service or improve punctuality).

b) Notifications for amendments to Framework Agreements must be submitted electronically via the train path portal; in addition, Appendix A must be submitted for amendments. Only requests for amendments that have been completed correctly and in full 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 request. 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 request that have not been requested, this will make the request null and void.

c) For amendments to Framework Agreements to take effect with the next working timetable period, the requests for amendments must be made at the latest by the third Monday in October of the year preceding the request for the respective working timetable. The currently valid specific

deadlines for submitting requests to amend existing Framework Agreements effective as of the next working timetable period in each case are published by DB Netz AG on the following web page:
www.dbnetze.com/rahmenvertrag

d) 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 (see 4.2.1.3 NBN).

4.4.8 Termination of Framework Agreements

Framework Agreements may only be terminated extraordinarily for good cause, as defined in the Framework Agreement (most notably, where the basis of the transaction no longer exists); any ordinary termination is excluded.

4.4.9 Contractual Penalty

For the avoidance of framework capacities not requested in the working timetable*, a single, exceptional, lump-sum contractual penalty of EUR 400 shall be levied per rail infrastructure capacity if

- It concerns contractually bound rail infrastructure capacity that has been allocated on the basis of a dispute resolution process, **and**
- this is not referred to in the subsequent application for the working timetable or is only referred to with significant variances from the scope, transport days or route agreed in the Framework Agreement, **and**
- the reasons for this are within the Applicant's control pursuant to Section 4.4.6. a) of the NBN 2023.

4.5 Path Allocation Process

The rules for train path allocation are dealt with together with the rules for train path application in Section 4.2.

4.5.1 Annual Timetable Path Requests

For annual timetable path requests, see Section 4.2.1 to 4.2.1.6.

4.5.2 Late Annual Timetable Path Requests

For late annual timetable path requests, see Section 4.2.1.17 to 4.2.1.17.1.

4.5.3 Ad-Hoc Path Requests

For ad-hoc path requests, see Section 4.2.2.

4.5.4 Coordination Process

For the coordination (first phase of the working timetable compilation), see Section 4.2.1.7 (including Subsections).

For the coordination of subsequent working timetable applications (second working timetable processing phase), see Section 4.2.1.17.2.

For the rules for competing ad-hoc train path applications, see Sections 4.2.2.6.1 and 4.2.2.6.2.

4.5.5 Dispute Resolution Process

For the dispute resolution process (first phase of the working timetable compilation), see Section 4.2.1.8 to 4.2.1.11.

For the decision process of subsequent working timetable applications (second working timetable processing phase), see Section 4.2.1.17.3.

4.6 Congested Railway Lines

4.6.1 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.

https://www.bundesnetzagentur.de/DE/Sachgebiete/Eisenbahnen/Unternehmen_Institutionen/Schienenwege/schienenwege-node.html

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/stellungnahmeverfahren

Applicants have the opportunity to submit their opinions on the draft for one month after publication.

4.6.2 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 NBN as Annex 4.6.2.

4.6.3 Detection of Further Congested Railway Lines

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

www.dbnetze.com/uels

4.6.4 Usage Regulations and Framework Agreements

The provision made in Section 4.6.1 applies accordingly for the process of application, processing and allocating capacities in the context of Framework Agreements.

For the routes declared to be congested, applications to conclude or amend a Framework Agreement amendment will only be accepted if the usage requirements are hereby met with the amendment. This also applies if it involves partial sections of the Framework Agreement application.

The provision of Section 4.6.4 does not apply to Framework Agreements concluded before 15 April 2014.

4.6.5 Time Interval Advice

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 time interval advice.

More information about the possibilities of obtaining time interval advice is available from the Regions:

www.dbnetze.com/kontakte

4.7 Exceptional Transport and Dangerous Goods and Train Paths Applications with Individual Tonnage Rating

4.7.1 Train Path Applications for Exceptional Transports

Dealing with a train path application for exceptional transports (aT) pursuant to Section 3.4.3 entails a particularly time-consuming processing pursuant to Section 4.2.2.4. The corresponding deadlines are stated in the table of the aforementioned Section in the NBN.

The train path application for aT according to Section 3.4.3.1 must state the “Bza number” of the aT feasibility study.

If the aT feasibility study requires that an "operational programme study for aT and test runs" in accordance with Section 5.4.9 is to be carried out before the train path application is submitted, the result of this study must be available before the train path application is submitted. The train path application must include a reference to the operational programme study. The operational conditions stated in the aT feasibility study and the traffic conditions handed over in the operational programme study (route, traffic day) must be considered by the RU in the train path application.

In the aT feasibility study, an operational programme study in accordance with Section 5.4.9 is required for exceptional transports if further services of DB Netz AG have to be used due to the transport condition for the exceptional transport, e.g:

- Accompaniment of the transport by an operational attendant of DB Netz AG or
- Temporary adaptations of the infrastructure for the execution of the transport.

If the specifications from the aT feasibility study or "operating programme study for aT and test runs" are not fully taken into account by the Applicant in the train path application, the train path application is treated as implausible within the meaning of Section 4.2.2.2.

In case of train path applications for vehicles according to Section 3.4.5.3, the order number of the proof of bridge compatibility has to be indicated.

The Applicant may use form 402.0202V04 to instruct DB Netz AG to examine the feasibility of exceptional transport (aT) within a specific previously concluded individual usage contract (ENV). In the course of the examination, DB Netz AG determines whether the operational conditions of the aT lead to a change in the journey times specified in the ENV or to new conflicts of occupancy with other already planned train paths. If the examination comes to the conclusion that the proposed setting of the aT would be associated with changes to the ENV or lead to new conflicts of occupancy, it is not possible to set the aT in an already concluded individual usage contract.

A modification construction of a train path does not take place in these cases, but only a feasibility check without adjustment of the train path.
The order must be received by DB Netz AG at least 5 working days before the desired dispatch date. If the order is received at shorter notice, DB Netz AG is not obliged to perform.

4.7.2 Train Path Applications for Dangerous Good Tranports

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) 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 on the train's route is only permitted to be required at the earliest at the third signal preceding or following these signals. 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 4.6.

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

www.dbnetze.com/grenzlast

4.8 Rules After Path Allocation

4.8.1 Rules for Path Modification by the Applicant

For Rules for Path Modification see Section 5.6.1.

4.8.2 Rules for Path Alteration by the IM

For Rules for Path Alteration due to construction work of the RIU see Sections 4.3 and 5.6.2.

4.8.3 Non-Usage Rules by the Applicant

For non-usage of train paths the special right of termination pursuant to Article 60 (2) ERegG applies For Non-Usage-Rules see Section 5.6.3.

4.8.4 Rules for Cancellation by the Applicant

For Rules for Cancellation see Section 5.6.4. incl. Subsections.

4.9 Timetabling and Capacity Redesign (TTR) and TTR Pilots

4.9.1 Objectives of TTR

RailNetEurope (RNE) and Forum Train Europe (FTE), supported by European Rail Freight Association (ERFA) are working on a project called TTR to harmonise and improve timetabling system to increase the competitiveness of rail.

TTR consists of an improved planning of the distribution of capacity (including temporary capacity restrictions) and a capacity allocation process.

The purpose is to better serve all market needs and achieve an optimised use of existing capacity. For the majority of freight traffic, it will mean more possibilities for short term path requests and thus more flexibility to better meet customers' needs.

Detailed information on the project can be found on

http://ttr.rne.eu/ and http://www.forumtraineurope.eu/services/ttr/

4.10 Capacity Allocation Principles for the RFCs

Capacity Allocation Principles for rail freight corridors can be found in the within RNE (RailNetEurope) harmonised rules of the Corridor Information Documents (CIDs) for capacity allocation of rail freight corridors. This is attached to these NBN as Annex 4.10.

5 SERVICES AND CHARGES

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.

The following definitions apply to chapter 5:

- 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 process 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 5.1.A.

- 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 or-dered and shown on the ISR pursuant to Section 2.3 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 circumvent-ed. 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 de-termining 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 NBN can be found in Annex 5.1.b. This list of metropolitan stations, which is decisive in the context of this NBN, will be updated as part of the market segmentation review for the 2028/2029 working timetable period.

- Passenger Platform

  Passenger platforms - including the associated access - are railway installations within the meaning of Annex 1 ERegG.

- Passenger Stations

  Passenger stations are service facilities within the meaning of Annex 2 No. 2 a) ERegG.

- 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 Article 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 Article 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).

5.2 Charging Principles for the 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 5.3.4.9 and, for diversions due to construction work in the rail freight transport sector, pursuant to Section 5.6.2.1.

5.2.1 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.

5.2.2 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.

5.2.2.1 Rail Freight Transport Services

For the purposes of this NBN, 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 5.2.2.2. 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.).

5.2.2.2 Passenger Rail Services

For the purposes of this NBN, 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.

5.2.2.2.1. Local Passenger Rail Services

Local passenger rail services for the purposes of this NBN 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 5.2.2.2.2 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 apply to these submissions accordingly.

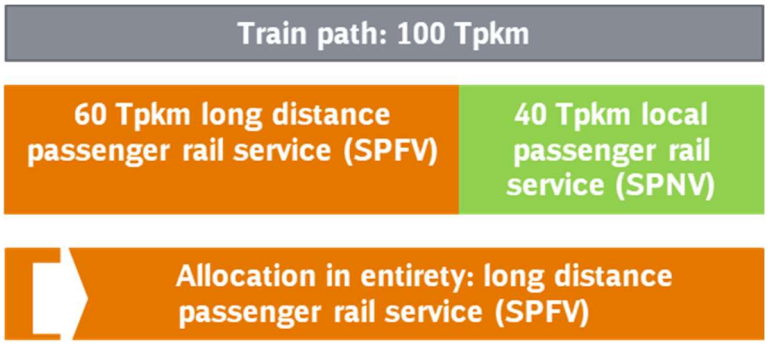
5.2.2.2.2. Long-Distance Passenger Rail Services

For the purposes of this NBN, 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 5.3.2.7) are allocated to long-distance passenger rail services, regardless of their length.

By way of derogation from this, passenger transport services ordered by competent authorities under public service contracts that are not local passenger rail services (other passenger transport services within the meaning of § 36 (2) sentence 2, no. 2 second alternative ERegG) are treated as local passenger rail services pursuant to Section 5.2.2.2.1 for the purposes of determining and levying charges.

5.2.2.3 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.

5.2.3 Segmentation Criteria

The market sements are derived on the basis of the following segmenation 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 5.2 sets out in detail how the segmentation criteria are derived.

5.2.4 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 5.2 contains an extensive description of the calculation of the costs incurred as a direct result of train operation.

5.2.5 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 6.2 contains an extensive description of the calculation of the full-cost mark-ups.

5.2.6 Principles of the Additional Charge Components

5.2.6.1 New Service Discount

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

In order to promote the development of new railway services, DB Netz AG grants all Applicants time-limited discount in the form of a percentage decrease to the standard track access charge. The new service discount is not granted for train path charges that arose in the highest bidder procedure pursuant to 4.2.1.11.

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.

A new service discount of 20 per cent is granted for the track access charge.

5.2.6.2 Discount for Further Development of Punkt-zu-Punkt-Verkehren (Point-To-Point Traffic)

For the further development of long-distance rail passenger transports, that are currently running in the market segment Punkt-zu-Punkt, DB Netz AG grants all Applicants time-limited discounts in the form of a percentage discount on the regular track access charge. The discount is granted for traffic with at least 30 traffic days in the timetable year before the start of the subsidy (baseline year) in the market segment Punkt-zu-Punkt, that is registered for the following timetable year in another market segment of long-distance rail passenger transport. Only train paths that are identical to the train paths registered in the base year are eligible for funding. A train path is not identical if:

- the train path to be subsidised is applied for with a deviation in time from the train path of the baseline year; this is the case if there is a change in time beyond the design tolerances of +/- 30 minutes of the baseline year according to Section 4.2.1.6, which are neither caused by a higher speed resulting from the delimitation criteria of the higher-value segment nor by changes in the timing due to the allocation process within the framework of mKoK/framework agreements;
- the route is shifted;
- there is a change of the orderer.

If the train path of the baseline year is extended without being changed otherwise, the discount shall only apply to the original part of the train path.

To obtain the discount, the Applicant must submit an application for the discount to DB Netz AG at the latest when applying for the train path.

The discount for long-distance passenger rail services is granted once for a period of 36 months from the start of operation of the train path to be subsidised. If a change is made to the market segment Punkt-zu-Punkt during the running time, the discount does not apply. If there is another

switch to the market segments Basic or Metro Tag within the 36-month running time, the discount will continue. The entire term is not extended as a result.

In the first year the funding amounts to 20% of the track access charge, in the second year 15% and in the third year 10%. The discount refers to the track access charge of the market segment valid for the train path to be subsidised. The minimum charge after discount corresponds to the standard charge for the market segment Punkt-zu-Punkt.

Excluded is traffic that already receives the new traffic discount according to 5.2.6.1.

5.2.6.3 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.

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 2.5.5. 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 5.2.6.2 being invoiced per employee and the start of every 30 minute period.

b) 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.

c) 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.

d) 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.

e) 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 Section 5.2.6.2.

The question of accountability is governed by Section 5.7.2.2.1.

The charge amounts to Euros 30 / 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.

5.3 Minimum Access Package and Charges

Minimum Access Package DB Netz AG

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 2.5.5 is subject to the special charge provision of Section 5.2.6.2,
- 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 granted.

All charges indicated in the NBN are net charges and invoiced to the Applicant plus the then valid statutory VAT.

The amount of the train-path charge reflects the relevant mandatory services under Section 5.3. The charges are calculated in the same manner for every Applicant and involved RU. The relevant charges are specified in **Annex 5.3**. 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.

Minimum Access Package DB RegioNetz Infrastruktur GmbH
The minimum access package of DB RegioNetz Infrastruktur GmbH comprises the services previously listed under the minimum access package of DB Netz AG as well as the right to use the passenger platforms allocated within the scope of the use of rail infrastructure capacity. The minimum access package does not include the use of passenger stations pursuant to Section 7.3.2.1.2.

The use of passenger platforms includes the following services which are included in the charge for the minimum access package:

Guidance System, Signposting
For the orientation of passengers, RNI will install a signposting system at the stations that is adapted to the volume of passengers. RNI reserves the right to decide on the number of signs, the colour scheme and the design.

Lighting
The following lighting periods are specified for RNI:

Spring	01.04. – 30.04.	20:00 – 06:00 hrs
Summer	01.05. – 31.08.	21:00 – 05:30 hrs
Autumn	01.09. – 31.10.	19:00 – 06:00 hrs
Winter	01.11. – 31.03.	17:00 – 07:30 hrs

If innovative lighting concepts are implemented under aspects of efficient energy use that affect the lighting times, measures will be coordinated with the RU/Applicant. Written agreements become a supplementary component of the station usage contract (SNV-RNI).

Additional Services
RNI offers the RU/Applicant additional services at selected stations, which are based on the volume of traffic, the local conditions of the station and the respective platform. The RU/Applicant does not have a legal guarantee or a legal claim to the availability of the services.

- Assistance in special situations;
- Assistance for the disabled including boarding assistance (wheelchair lifts), if available.

Examples of Charges for DB Netz Minimum Access Package
Please find below examples of charges for part of the market segments; the decisive charges are

listed in **Annex 5.3**:

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)	6.04
Metro Tag Max (v ≥ 160 km/h)	14.12
Basic	5.33
Nacht	2.86
Lok-/Leerfahrt	2.86
Charter/Nostalgie	2.95
Punkt-zu-Punkt	3.86

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 Service (SPNV) Charges in Euro per Train-Path km	
	Lastfahrt (load run)	Leerfahrt (empty run)
Baden-Württemberg	5.759	3.331
Bayern	5.619	3.330
Berlin	6.096	3.438
Brandenburg	6.229	3.625
Bremen	6.130	3.574
Hamburg	5.379	3.291
Hessen	5.498	3.371
Mecklenburg-Vorpommern	6.080	3.483
Niedersachsen	5.841	3.632
Nordrhein-Westfalen	5.603	3.339
Rheinland-Pfalz	5.808	3.310
Saarland	5.943	2.825
Sachsen	5.874	3.358
Sachsen-Anhalt	5.828	3.422
Schleswig-Holstein	5.941	3.383
Thüringen	5.885	3.427

Rail Freight Transport (SGV) Market Segments	Rail Freight Transport (SGV) Charges in Euro per Train-Path km
Standard	3.21
Sehr schwer	4.64

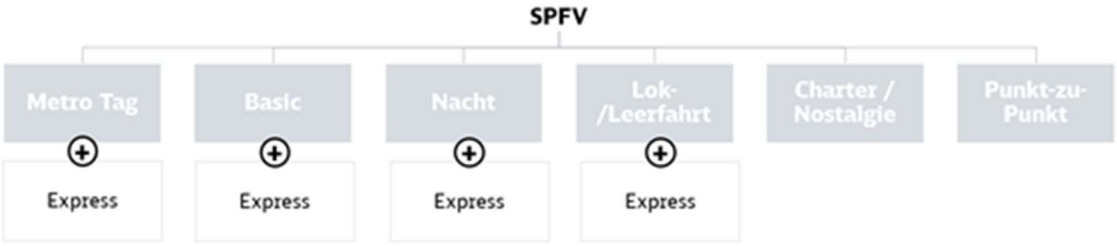
Rail Freight Transport (SGV) Market Segments	Rail Freight Transport (SGV) Charges in Euro per Train-Path km
Gefahrgutganzzug	3.94
Güternahverkehr	1.87
Lokfahrt	1.87

The relevant charges for market segments with the suffix “Express” is increased by Euro 2.20 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 0.60 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 0.20 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 0.20 per train path km as compared to the charge for the corresponding market segment without that suffix.

5.3.1 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 5.2.

5.3.2 Market Segments in the Long-Distance Passenger Rail Services Sector



⊕ In diesen Marktsegmente kann der Zusatz „Express“ gewählt werden.

Legend: (+) In these market segments, the addition "Express" can be selected.

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 5.3.2.11.

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

5.3.2.1 Metro Tag (Metro Day)

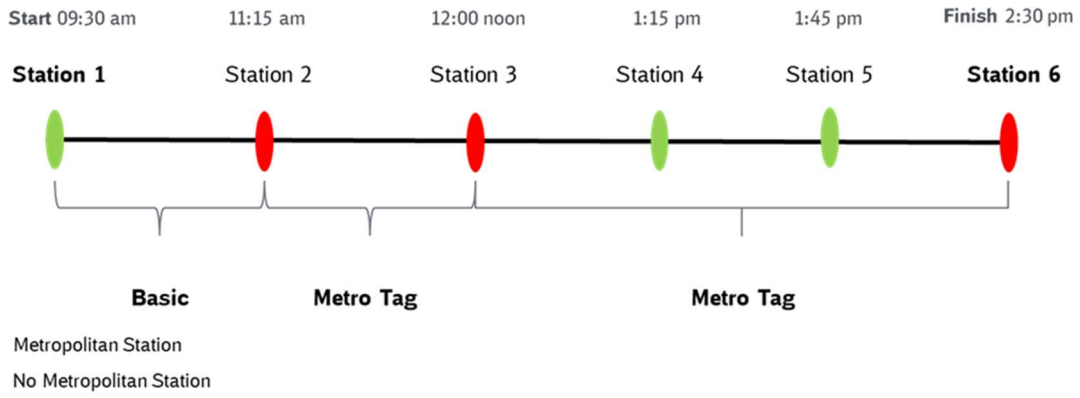
The “Metro Tag” market segment covers all train-path uses falling under long-distance passenger rail services which

- 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:

$$\text{train-path Section}_{\text{in the period}} = \frac{\text{journey time}_{\text{in the period}}}{\text{journey time}_{\text{total stopping Sectiont}}} * \text{length of route}_{\text{total stopping Secton}}$$

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

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

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:	*train-path $Section_{in\ the\ period} = \frac{120\ minutes}{180\ minutes} * 300\ Tpkm = 200\ Tpkm$*
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):

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

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

5.3.2.2 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 5.3.2.11.

5.3.2.3 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 run),

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).

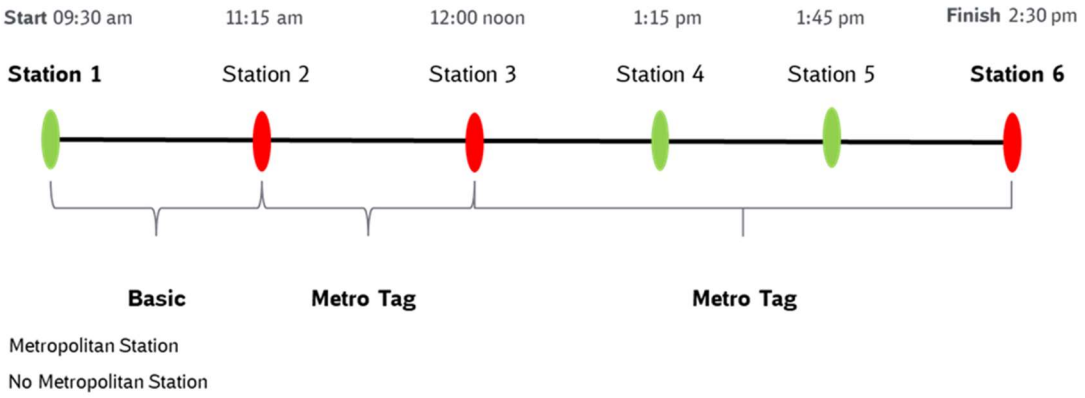
unless these involve the market segment charter/nostalgia, point-to-point or locomotive and empty run.

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:

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

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:

$$\textit{train-path Section}_{\textit{in period}} = \frac{120\ minutes}{180\ minutes} * 300\ Tpkm = 200\ Tpkm$$

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:

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

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

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

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:

$$\textit{train-path Section}_{\textit{in period}} = \frac{120\ \text{minutes}}{180\ \text{minutes}} * 300\ \text{Tpkm} = 200\ \text{Tpkm}$$

Result: *According to the above, 200 train path km are to be allocated to the Basic market segment.*

5.3.2.4 Basic Express

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

See Section 5.3.2.11 for remarks on this market segment and the application procedure.

5.3.2.5 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 in the period between 11pm and 6am, including any non-German train running parts, and carry at least one couchette or sleeping car. These types of traffic are also assigned to the segment “Nacht” before 11pm and after 6am.

The above-mentioned variants cover the market segment “Nacht”, unless these involve the market segments Charter-/Nostalgie (charter/nostalgia) or Lok-/ Leerfahrt (locomotive and empty runs).

Time Criterion

All stopping Sections are recorded daily between 11pm and 6am.

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:

- Daily from 11pm to 6am:

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

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

The RUs are obliged to send DB Netz AG a consist list stating the type of wagons with each train path application for traffic that is to run outside the period between 11 pm and 6 am and for which the market segment “Nacht” is to be used. A template and further details can be found at www.dbnetze.com/nachtzug. DB Netz AG reserves the right to check compliance with the above criteria on the basis of random samples.

5.3.2.6 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 5.3.2.11 for remarks on this market segment and the application procedure.

5.3.2.7 Charter / Nostalgie

“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 Article 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 pursuant to Section 4.2.2.4. 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.

5.3.2.8 Punkt-zu-Punkt (Point-to-Point)

The market segment “Punkt-zu-Punkt” (point-to-point) comprises all train path usage between 6am and 11pm that satisfy 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 (point-to-point-traffic) 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:

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

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:	$\textit{train-path Section}_{\textit{in period}} = \frac{120\ \textit{minutes}}{180\ \textit{minutes}} * 300\ \textit{Tpkm} = 200\ \textit{Tpkm}$
Result:	*According to the above, 200 train path km are to be allocated to the 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 (point-to-point);

Punkt-zu-Punkt (Point-to-Point) Criterion

They may also:

- not feature any ordered connections at any of the passenger services stops served. This also includes the crossing of carriages and the splitting of trains, whereby this is not permitted along the entire route; 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 +/- 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 (point-to-point) is conditional on the ordering RU or another RU that, amongst other things, accepts the same long-distance tickets as the ordering RU, carries out a maximum of 4 runs for this type of transport per day of service and direction in each of the stopping Sections accomplished. 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 (point-to-point) 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 (point-to-point) temporal design-tolerance flexibility within the meaning of Section 4.2.1.6 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 timeframe established therein would be exceeded by design tolerance. The provision of Section 4.4.4 applies to safeguarding the contractually guaranteed capacity. Due to the different scope of construction to the other traffic of the SPFV, a market segment change from the other market segments of the SPFV is not permitted.

5.3.2.9 Lok- / Leerfahrt (Locomotive/Empty Run)

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.

5.3.2.10 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 5.3.2.11 for remarks on this market segment and the application procedure.

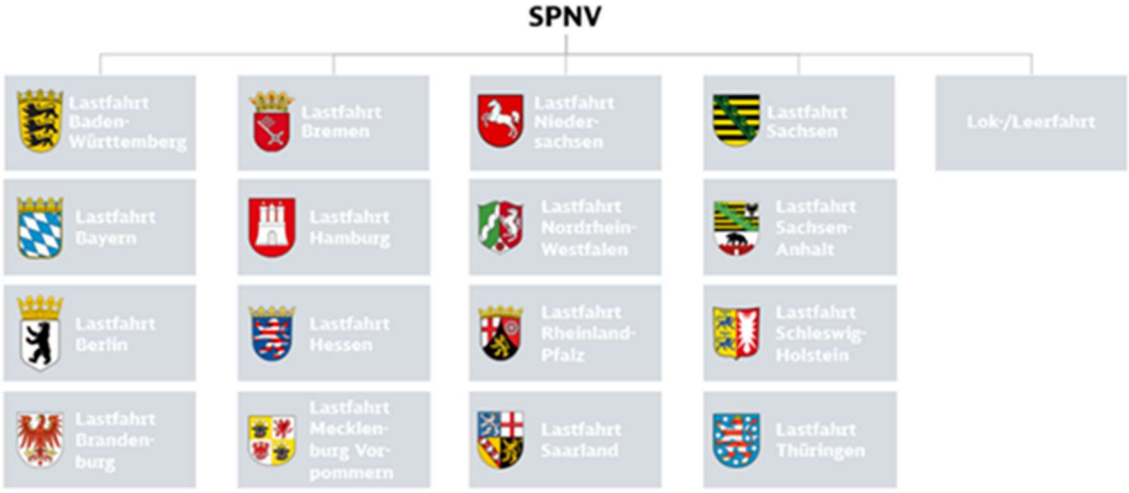
5.3.2.11 Market Segments with the Suffix „Express“

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 3.2.1.2.3) 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.

5.3.3 Market Segments in the Local Passenger Rail Services Sector (SPNV)



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

5.3.3.1 Schienenpersonennahverkehr Lastfahrt (Load Runs in the Local Passenger Rail Services Sector)

Pursuant to Article 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.

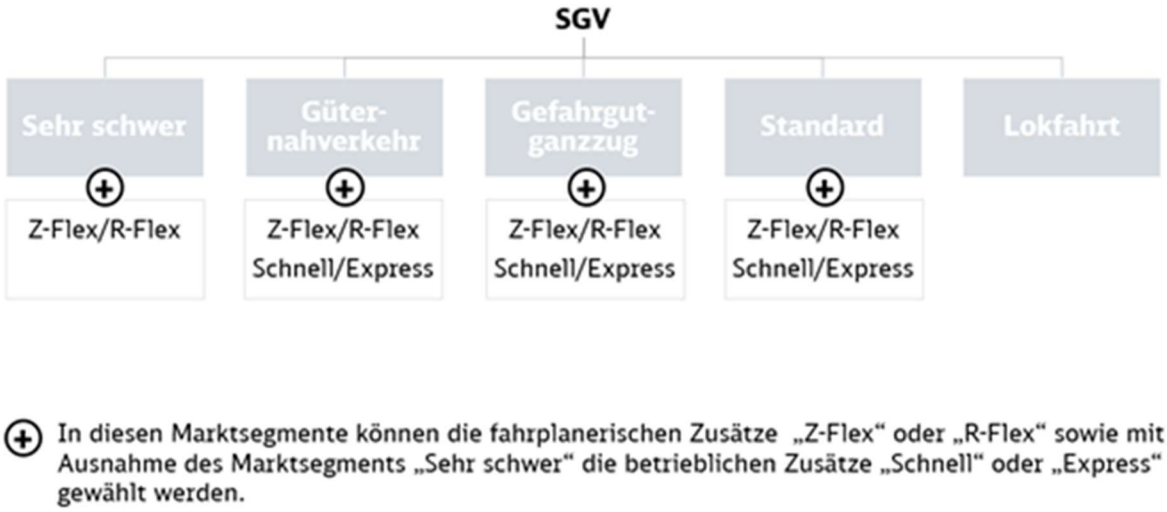
If the local passenger rail service ordered is a public passenger service that is subject to public-sector obligations, this must be stated in the train-path application.

5.3.3.2 Lok-/Leerfahrt (Locomotive/Empty Run)

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.

5.3.4 Market Segments in the Rail Freight (SGV) Sector



Legend: (+) In these market segments, the scheduling additions "Z-Flex" or "R-Flex" and, with the exception of the market segment "Sehr schwer" (very heavy), the operational additions "Schnell" (fast) or "Express" can be selected.

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:

5.3.4.1 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 ENV with regards train weight. The provisions of Section 5.6.1 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 5.3.4.8 and 5.3.4.9 for remarks on these market segments and the application procedure.

5.3.4.2 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 and weighs no more than 3000 tonnes. The market segment also includes the exclusive transport of dangerous goods if the aforementioned criteria are fulfilled.

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 been agreed for Güternahverkehr, but the Applicant or the involved RU 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 ENV with regards train rake. The provisions of Section 5.6.1 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 5.3.4.6, 5.3.4.7, 5.3.4.8 and 5.3.4.9 for remarks on these market segments and the application procedure.

Transport of dangerous goods shall be marked in accordance with Section 4.7.2.

5.3.4.3 Gefahrgutganzzug (Dangerous Goods Block Train)

The market segment „Gefahrgutganzzug" comprises all track accesses where the respective train exclusively transports dangerous goods according to the German Transport of Dangerous Goods Act and the ordinance GGVSEB (including RID) based on it, compare regulation 402.0202A1 cf. **Annex 3.2.1.2.2** and where the respective train travels further than 75 km on a track or has a

wagon train length of more than 370 metres and the wagon train weight does not exceed 3000 tonnes.

If a train path is not agreed for a „Gefahrgutganzzug“, but the Applicant or the involved RU actually uses the train path with a „Gefahrgutganzzug“, it shall owe an increased track access charge for this train path amounting to twice the charge for the train path in the „Gefahrgutganzzug“ market segment, unless the Applicant is not at fault and proves this to DB Netz AG.

These provisions do not apply to the amendment or cancellation of the individual usage agreement (ENV) with regard to the goods being carried. The provisions in Section 5.6.1 apply to the admissibility and pricing of such agreed amendments / partial cancellations.

Other market segments for the 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***)

For information on these market segments and the application procedure, see Section 5.3.4.6, Section 5.3.4.7, Section 5.3.4.8 or Section 5.3.4.9.

A „Gefahrgutganzzug“ is to be identified in the train path application in accordance with Section 4.7.2.

5.3.4.4 Lokfahrt (Locomotive Runs)

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

To assign a train-path use to the “Lokfahrt” market segment for rail freight transport, the traffic integration of the train-path use (and not the traffic integration of the locomotives) is decisive. If the train-path use relates in terms of traffic to a train-path use for passenger services as preliminary or subsequent performance to the “Lokfahrt” (locomotive run), it must be assigned to the “Lokfahrt” market segment of passenger services. If the train-path use relates in terms of traffic solely to train-path uses of the rail freight transport as preliminary or subsequent performance, it must be assigned to the “Lokfahrt” market segment of rail freight transport.

Furthermore, construction machinery, including operationally integral, non-detachable components thereof as ancillary vehicles (e.g. 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.

If the Applicant uses a “Lokfahrt” for rail freight transport in accordance with Section 5.3.4.4 even though this train path would have to be allocated to rail passenger transport on the basis of its traffic classification in the preliminary or onward leg, it shall owe an increased train path charge for this train path amounting to twice the charge for the train path in the market segment “Lokfahrt” in accordance with Section 5.3.2.9, unless the Applicant is not responsible for this and proves this to DB Netz AG.

5.3.4.5 Standard

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

- Sehr schwer,
- Güternahverkehr,
- Gefahrgutganzzug or
- 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 5.3.4.6, 5.3.4.7, 5.3.4.8 and 5.3.4.9 for remarks on these market segments and the application procedure.

5.3.4.6 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 3.2.1.2.3) 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 3.2.1.2.2).

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

5.3.4.7 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 3.2.1.2.3) 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 3.2.1.2.2).

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

5.3.4.8 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 +/- 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.

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

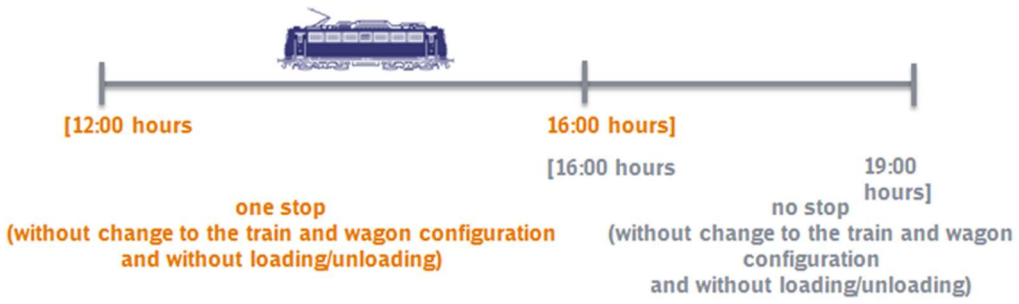
5.3.4.9 Market Segments with the Suffix “R-Flex”

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 +/- 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 3.2.1.2.2).



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.

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

5.3.5 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 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.

5.3.6 Direct Costs of Train Operation

Annex 5.2 contains a detailed description of how the costs directly attributable to train operation are derived. Annex 5.3 lists the costs directly attributable to train operation for each market segment.

5.3.7 Full-Cost Mark-Up according to the Relative Viability of the Market Segment Concerned

Annex 5.2 contains a detailed description of the how the full-cost mark-ups are determined according to relative viability. Annex 5.3 lists the full-cost mark-ups according to relative viability of each market segment.

5.4 Additional Services and Charges

The Additional Services of the DB Netz AG and of DB RegioNetz Infrastruktur GmbH include the following services.

5.4.1 Stabling on Railway Lines outside Allocated Train Paths (Demarcation with ENV)

Stabling on railway lines for more than 60 minutes outside of the period allocated to a train path within the meaning of Article 1 (20) ERegG is a chargeable additional service by DB Netz AG. DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

DB Netz AG or DB RegioNetz Infrastruktur GmbH demands charges for the stabling on railway lines for more than 60 minutes.

This charge structure is based on the charge structure for product category Stabling I. The corresponding charge amount is derived from the list of charges for service facilities of DB Netz AG applicable for the respective working timetable period (cf. Section 7.3.1.4.1.).

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 3.4.3 and 4.7.1 is a chargeable additional service by DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

Basically, no charge is demanded for the preparation of an aT feasibility study if the pricing outline is not exceeded.

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 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.

The basic price amounts to Euro 123.00.
The cost-based charge amounts to Euro 84.00 for each 60 minutes or part thereof.

5.4.3 Navigability Assessment for Oversized Vehicles

The preparation of a navigability assessment for oversized vehicles pursuant to Section 3.4.3.2 is a chargeable additional service by DB Netz AG or DB RegioNetz Infrastruktur GmbH. Following a navigability assessment, DB Netz AG guarantees that the profile as tested can be driven.

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.

The basic price amounts to Euro 215.00.
The cost-based charge amounts to Euro 84.00 for each 60 minutes or part thereof.

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 pursuant to Technical Access Conditions Section E.3 (Annex 3.2.1.2.2) responsible for the provision of evidence regarding static and dynamic bridge compatibility. The service is rendered in the form of a multi-step assessment 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 or DB RegioNetz Infrastruktur GmbH.

Dynamically assessing bridges according to the 5-step model pursuant to the Technical Access Conditions (Annex 3.2.1.2.2) 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 jobby-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.

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 3.2.1.2.2)

Level	Designation of Examination	Basics/Data/Implementation		Charge
Level 1 and 2	Examination of **total network**	Examination regarding lines classes in the area of	Level 1: evaluation by train signature;	Basic price: **10.350,00 EUR** + expenditure-related charge in the amount **of 84,00 EUR**

		rail infrastructure of DB Netz AG	Level 2: conduct of parameters study for simple static system	**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 EUR** + expenditure-related charge in the amount of **84,00 EUR 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; conducts of calculations with results of bridge measurements	Expenditure-related charge in the amount of **84,00 EUR 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 **84,00 EUR for each 60 minutes or part thereof** + additional charge for third-party services, if any

5.4.5 Additional Equipment on Railway Lines

Additional equipment provided by DB Netz AG is a chargeable additional service by DB Netz AG or DB RegioNetz Infrastruktur GmbH.

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 or DB RegioNetz Infrastruktur GmbH. This excludes compressed air hoses for connecting mobile brake testers that are not provided by DB Netz AG or DB RegioNetz Infrastruktur GmbH.

- 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 Section 7.3.1.4.1.4).

- 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 or DB RegioNetz Infrastruktur GmbH. DB Netz AG supplies the water. Water consumption is invoiced as part of the ancillary and consumption costs (see Section 7.3.1.4.1.4).

- 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 (e.g. absortion 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 additional equipment is permitted if not contradicted by any other usage claim for the train path.

When using additional equipment at railway lines pursuant to Section 5.4.5 is invoiced individually for each item of additional equipment. The respective charge is derived from the list of charges for service facilities of DB Netz AG or DB RegioNetz Infrastruktur GmbH applicable for the respective working timetable period (cf. Section 7.3.1.4.1.3).

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 ancillary costs 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.

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 or DB RegioNetz Infrastruktur GmbH. 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.dbenergie.de

5.4.7 Charge for Creation of Framework Agreements

Remains empty

5.4.8 Operational Supervisor aT

The supervisor of an aT, for the purpose of observing the line and passing bottlenecks, by an operational supervisor aT of DB Netz AG or DB RegioNetz Infrastruktur GmbH pursuant to Section 3.4.3.1 is an additional charged service provided by DB Netz AG.

By allowing an operational supervisor aT to travel with the train, DB Netz AG or DB RegioNetz Infrastruktur GmbH ensures that the requirements set out in the transport order are met.

The charge for an operational supervisor aT is determined according to the personnel expenses incurred. The travel time as well as the duration of the supervision, but at least three hours per employee, are charged.

$$Charge = Euro\ per\ hour * Number\ of\ hours\ started$$

The charge is 84.00 Euro per 60 minutes started.

5.4.9 Operational Programme Study for Exceptional Transport (aT) and Test Runs

5.4.9.1 Purpose

The „operational programme study for aT und test runs“ is used for the purpose,

- To harmonise the operational conditions of an exceptional transport, which have been identified in principle in a feasibility study aT for its implementation, for one or more transport days specifically with the respective operational programme on those days,
- For test runs within the meaning of Ril 408.3431, to agree / establish operational conditions, including a suitable traffic day, with all bodies involved (e.g. rail operations, licensing and safety authorities) and to harmonise them with the respective operational programme on that day.

5.4.9.2 Scope of Services

Within the framework of the study, the following services are offered - in each case within the framework of the concrete requirements for the respective aT:

- Testing of up to 3 line routes of the transport for construction impacts, leaving it at one or two tests if a solution is found,
- If no solution is found in the course of the examination pursuant to the preceding indent, DB Netz AG or DB RegioNetz Infrastruktur GmbH shall examine a further line route in consultation with the Applicant and at the same time adjust the affected MaT (at Feasibility Study); this does not constitute a promise of success.
- If necessary, coordination on individual adaptation of construction operational procedures, if technically and organisationally feasible (e.g. in connection with fixed barriers),
- Organisation of personnel for the temporary adaptation of the infrastructure for transport implementation (e.g. tongue- and frogless switches, reinforcement of constructions, dismantling of (parts of) signals
- Organisation of operational escorts,

- Organisation of unscheduled staffing of necessary posts on routes not opened in accordance with Section 2.5.5,
- Establish operational conditions for test runs, including advice on the involvement of other stakeholders (e.g. authorities, state police, fire brigade),
- Organisation of transport-related use of service facilities (e.g. for temporary parking).

5.4.9.3 Scope

The „operational programme study for aT und test runs" can be applied for and prepared on a transport-related basis if desired, i.e. provide for the division of transport on several individual train paths to be planned consecutively.

When commissioning the „operational programme study for aT und test runs" the Applicant does not specify a concrete transport day, but a transport period. In consultation with the Applicant, DB Netz AG or DB RegioNetz Infrastruktur GmbH determines the specific transport day(s) during this period on the basis of the construction site situation, the availability of personnel and the availability of locomotives and rolling stock. The transport period in which the journey is to take place must be at least two weeks.

5.4.9.4 Commissioning

The „operational programme study for aT und test runs" must be registered with the customer support unit of DB Netz AG or DB RegioNetz Infrastruktur GmbH.

5.4.9.5 Deadlines

5.4.9.5.1. Deadline for Commissioning

The Applicant must commission an operational programme study for aT und test runs from DB Netz AG in accordance with Section 5.4.9.3 no later than 6 weeks before the start of the transport period specified in the order.

The Applicant may commission

- the operational programme study with a larger lead time and / or
- with a longer transport period than the minimum period regulated in Section 5.4.9.3

The Applicant shall observe the respective validity periods of the feasibility studies aT for the transports to be considered in the study. The validity periods must cover at least the entire transport period.

5.4.9.5.2. Deadline for Study Preparation

The implementation of an „operational programme study for aT und test runs" takes up to 4 weeks. After completion of the study, the results of the study are handed over according to Section 5.4.9.8.

5.4.9.5.3. Deadlines in the Implementation Phase

If the feasibility of the transports has been certified with the study results, an implementation phase of two weeks follows the handover of the study results. In this phase, the following activities take place:

- In accordance with the regulations in Section 5.4.9.8, train path studies created remain reserved for the ordering Applicant for a period of five working days (reservation period). If the Applicant wishes to use the reserved train paths, it must apply for the train paths for ad hoc services within these five working days.
- Within the scope of the application, the Applicant must refer to the operational programme study in the TPN field "Bemerkungen Kunde an Netz" (remarks customer to Netz). The operational-technical details of the train path applications must correspond

to those handed over in the study result. For the train path application, the Applicant must declare the waiver of written acceptance.

- DB Netz AG or DB RegioNetz Infrastruktur GmbH then converts the train path studies into actual train paths and prepares timetable documents and announcements in accordance with the deadlines set out in Section 4.2.2.4 following conclusion of the Individual Usage Agreements.

If train path applications are referenced within the reservation period whose operational-technical data deviates significantly from the result of the "operational programme study for aT und test runs", these shall be deemed "implausible" within the meaning of Section 4.2.2.2 by DB Netz AG or DB RegioNetz Infrastruktur GmbH and rejected. A significant deviation is deemed to exist in particular if the journey times of the study result cannot be complied with due to a deterioration in the train parameters (e.g. weaker traction unit, longer and/or heavier trainset, inclusion of further MaT not commissioned for the study).

If the Applicant does not wish to use the study results for train path applications, it shall declare this immediately to DB Netz AG so that the committed railway infrastructure capacity can be released again.

If the Applicant declares that the study results will not be used or if train path applications pursuant to Section 4.2 or 4.7.1 are not referenced by the Applicant within the reservation period,

- the train path reservations shall be irrevocably deleted at the latest upon expiry of the period of 5 working days after the handover of the study result,
- all organisations of and coordination with other parties involved (e.g. operational supervisors aT) carried out by DB Netz AG or DB RegioNetz Infrastruktur GmbH shall immediately and irrevocably lose their binding force pursuant to Section 5.4.9.2.

5.4.9.5.4. Failure to Commission on Time

If the Applicant orders an "operational programme study for aT und test runs" with a transport period starting less than 6 weeks after the contract award date, the length of the transport period to be considered in the study is automatically increased by the amount of the shortfall in the order deadline. DB Netz AG or DB RegioNetz Infrastruktur GmbH will adjust the time of the corresponding applications. Section 5.4.9.5.1 sentences 3 and 4 must be observed.

5.4.9.6 Contents of the Commission

When commissioning, the Applicant must specify or submit all documents relevant for the transport in accordance with Section 4.7.1 (e.g. DB-Bza number of the feasibility studies aT). The specified documents must be fully processed at this time.

In addition to Section 5.4.9.3, the Applicant may specify one or more desired traffic days for the transport, all of which must be within the transport period specified in Section 5.4.9.3. There is no entitlement to the implementation or consideration of the desired traffic days. DB Netz or DB RegioNetz Infrastruktur GmbH shall attempt to agree a corresponding traffic day with the Applicant.

5.4.9.7 Change of the Commission

If the contents of the original commissioning of the "operational programme study for aT und test runs" are changed (e.g. subsequent notification of further feasibility studies aT, change of the desired transport period), this will be treated as a new commissioning with regard to the commissioning and processing deadlines.

5.4.9.8 Content and Delivery of Study Results

The study result is handed over by DB Netz AG or DB RegioNetz Infrastruktur GmbH to the Applicant in electronic or written form.

The result of the „operational programme study for aT und test runs“ may, depending on the commissioning of the Applicant and the timetabling feasibility, contain e.g.:

- a single train path on a single traffic day,
- several individual train paths on several traffic days, if the transports are to be performed recurring, whereby individual timetable times and conditions may exist for each traffic day,
- a chain of several individual train paths that follow each other in terms of time and geography and for which intermediate storage is regulated,
- the determination that the desired transport cannot be carried out in the desired transport period; in this case, no train paths are handed over. DB Netz AG or DB RegioNetz Infrastruktur GmbH must state the reasons for the non-feasibility of the aT.

If the registrations are not commissioned in due time according to Section 5.4.9.5, the reservation period shall be reduced to one working day and if the first day of traffic is less than 7 working days after the transfer of the study result, the reservation period shall be reduced to one working day. Section 5.4.9.5.3 shall apply accordingly.

5.4.9.9 Pricing

The charge for the compilation of the „operational programme study for aT und test runs“ is determined according to the personnel expenses incurred. It amounts to Euro 82.00 for each 60 minutes or part thereof.

The ancillary and additional services organised by DB Netz AG or DB RegioNetz Infrastruktur GmbH as part of the operational programme study are not included in the charge for the preparation of the "operational programme study for aT und test runs", but are invoiced separately in each case in accordance with the respective regulations.

5.5 Ancillary Services and Charges

DB Netz AG or DB RegioNetz Infrastruktur GmbH offers the following chargeable ancillary services based on separately concluded agreements:

5.5.1 Connection of RU Control Centres (GSM-R)

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

This GSM-R based communication service is charged at fixed rates.

Connection of RU control centres (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 Euro 23.95
- Express mail for SIM card Euro 34.95
- Data update for SIM card Euro 17.95
- Number of choice for terminal equipment Euro 23.95
- MSISDN change to a number of choice Euro 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 Euro 84.00 for each 60 minutes or part thereof
- Modification work consequent upon changes on the user's side Euro 84.00 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 84.00 for each 60 minutes or part thereof.

5.5.2 Operating Schedule Study

DB Netz or DB RegioNetz Infrastruktur GmbH 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.

The charge payable for an operating schedule study is based on the relevant staff input.

The charge amounts to Euro 84.00 for each 60 minutes or part thereof.

5.5.3 Dispatcher Workstations in Control Centres

DB Netz AG 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,
  - Voice over IP (VoIP),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

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

The **basic prices** for a workstation in the following control centres amount to

Berlin control center	1694.35 Euro per month
Duisburg control center	1414.98 Euro per month
Frankfurt am Main control center / Network control centre	1472.60 Euro per month
Hannover control center	1746.93 Euro per month
Karlsruhe control center	1251.60 Euro per month
Leipzig control center	1166.32 Euro per month
München control center	1524.42 Euro per month

Services charged separately [LeiDis-NK 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 5.5.10.

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.

5.5.4 Timetable Studies

DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

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.

$$Charge = Euro\ per\ hour * number\ of\ working\ hours, or\ part\ thereof, spent\ on\ the\ study$$

The charge amounts to Euro 84.00 for each 60 minutes or part thereof.

5.5.5 Running Time Calculations

DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

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.

$$Charge = Euro\ per\ hour * number\ of\ working\ hours, or\ part\ thereof, spent\ on\ the\ calculation$$

The charge amounts to Euro 84.00 for each 60 minutes or part thereof.

5.5.6 Printed Timetable Books

DB Netz AG or DB RegioNetz Infrastruktur GmbH provides Applicants or involved RUs with printed timetable books.

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.

The charge for printed timetable books depends on the number of pages and print run. Prices may be obtained in the individual case from Customer Care Centre of DB Netz AG or DB Regio Netz Infrastruktur GmbH.

The electronic issue of the speed restriction lists is free of charge.

5.5.7 Green Function of Train Movement Control

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 control centre of DB Netz AG or DB Regio Netz Infrastruktur GmbH and transmitted to the driver’s display. 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 Rescheduled 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.

The monthly amount of the charge levied for the Green Functions of train movement control depends on train-path kilometres invoiced monthly for the train-path charge less the routes without automatic train describer system.

The charge amounts to Euro 0.00394 per train-path kilometre (target timetable less the routes without automatic train describer system).

5.5.8 Key Management Center (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.

The ETCS key management service is charged at fixed rates.

Key management center per ETCS on-board unit Euro 20.00 per month.

5.5.9 Network Traffic-Regulation Control System for the Customer

DB Netz AG or DB RegioNetz Infrastruktur GmbH offers Applicants or involved RUs the LeiDis-NK information system. LeiDis-NK pro-vides 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 or DB RegioNetz Infrastruktur GmbH 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.

DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

- 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 involved 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)

  Euro 973.00 per month and session

- LeiDis-NK premium version (desktop application)

  The use of the LeiDis-NK premium version is charged as follows:

  LeiDis-NK premium version (desktop application)

  Euro 1.400.00 per month and client

- Optional services

  The following additional services can be agreed on at the following charges

  Separate data maintenance

  Euro 84.00 for each 60 minutes or part thereof

  Mentoring

Euro 84.00 for each 60 minutes or part thereof

5.5.10 Live Maps

DB Netz AG or DB RegioNetz Infrastruktur GmbH offers Applicants or involved RUs the DB LiveMaps information system. DB LiveMaps is an application 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 author-ised 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).

This real-time based train movement information application is charged at fixed rates.

Operation-based annual price per app:

- DB LiveMaps Basis (train display) Euro 29.00 p.a.
- DB LiveMaps Comfort (train, construction site and fault display incl. push notification) Euro 49.00 p.a.

5.5.11 Data Acquisition Licence

DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

The charge depends on the average daily data volume.

Minimum price Euro 750.56 per month. Prices depend upon the average daily volume of data.

5.5.12 Statistics

DB Netz AG or DB RegioNetz Infrastruktur GmbH 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 or DB RegioNetz Infrastruktur GmbH and prepare it in the form of statistics for the Applicant of involved RU.

These statistical analyses are charged at fixed rates.

Basic prices:

- Standard layout analysis Euro 45.00

  plus
- for each day of analysis and Region Euro 3.00
- for each hour of analysis and Region Euro 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 Euro 15.00.
- Separate analysis in the case of deviation from the standard layout Euro 15.00.
- For specific analyses, the charge amounts to Euro 84.00 for each 60 minutes or part thereof.

5.5.13 Train Path Diagrams

DB Netz AG or DB RegioNetz Infrastruktur GmbH offers Applicants a graphical representation of the working timetable (including the most recent additions) in the form of train path diagrams. These contain the train paths contained on a route section 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 NBN.

More information is available from the Regions at:

www.dbnetze.com/kontakte

The charge payable for this information service depends on the number of pages.

The charge amounts to Euro 5.00 per page.

5.5.14 Camera Bridges for Generating Image Material and Other Data

DB Netz AG offers Applicants the option of installing fixed-location recording systems (camera bridges) on its infrastructure and using the recording systems to record image data of passing rail vehicles. The image data gathered in this way provides authorized users, who have concluded an agreement with DB Netz AG on the installation and/or use of a camera bridge, with important information about the condition of their rolling stock and can help to optimise processes in fleet management, planning and maintenance.

Quality-checked image data linked to UIC numbers (European Vehicle Number, EVN) are stored electronically on a central data platform and made available to the authorised users of the camera bridges. The use and marketing of the image data is the responsibility of the Applicant.

Due to the fact that the investment costs for the construction of camera bridges and the running costs for the maintenance of the camera bridges as well as for the data transmission are directly derived from the individual requirements of the Applicant (e.g. location, number of wagons and passages, data volumes, etc.), the calculation of the fee and the contract duration are carried out individually. In the process, the construction costs and running maintenance costs are calculated and shown separately. If more than one Applicant wishes to use an existing camera bridge or construct a new one, the division of costs must be agreed between all parties involved. Current costs, which are usually calculated on a fixed basis, include a flat rate for inspection, maintenance and fault clearance, including necessary spare parts, as well as the operational management of the camera bridge. Variable costs depending on the intensity of use of the camera bridge include, among others, energy costs, costs for the acquisition and processing of raw data (incl. software maintenance), data transmission to the data hub as well as operational management incl. required storage space of the data hub. The construction costs include the construction of the camera bridge, the installation of the telecommunication system and interest on the capital invested.

Camera bridges can be constructed wherever this is technically and operationally possible under consideration of the legal framework conditions.

Upon request, DB Netz AG will provide the Applicants with a feasibility study and cost forecast for the construction and operation of the camera bridges free of charge.

The use of powerful LED lighting in order to be able to generate high-resolution colour images even at night or in bad weather can only be guaranteed if the immission protection regulations applicable to the location of the respective camera bridge are complied with. Currently, this is only possible in the area of train formation facilities and transshipment terminals.

In areas where LED lighting is not permissible for light emission reasons, e.g. on railway tracks, operation with infrared cameras and thus the generation of black-and-white images is possible.

At least LTE availability and 50 Hz infrastructure should be available at the site.

Further customer requirements and use cases can be covered by extending the standard setup of the camera bridges.

The decision on the installation of a new camera bridge is the sole responsibility of DB Netz AG. However, DB Netz AG will only refuse to construct a camera bridge if construction at the location requested by the Applicant is not technically, operationally or legally possible. DB Netz AG will give written reasons for any refusal. Prior to a decision on the implementation of the measure, DB Netz AG will inform the Applicant on the internet at:

www.dbnetze.com/infra-auf-kundenwunsch/Kamerabrücken

while safeguarding the business and trade secrets of the Applicant at whose request the measure is to be implemented, of the intention to construct the camera bridge. Other Applicants have the opportunity to notify DB Netz AG within four weeks if they have a parallel interest in implementing the same or a comparable measure. In this case, DB Netz AG will work towards an amicable solution through negotiations with the Applicants.

5.5.15 Offer Consultation

DB Netz or DB RegioNetz Infrastruktur GmbH offers Applicants for the medium to long-term timetable horizon, i.e. usually 5 to 20 years before the timetable change, an offer consultation, extending from the initial concept idea to the verified timetable. This gives Applicants the opportunity to review options relating to (systematic) service changes, improvements or extensions well in advance of a timetable change. The interplay of of the three levers – timetable, rail vehicle and infrastructure - can be taken into account in this as can service and operatiing quality aspects.

Combined with existing ancillary services, the services provided by DB Netz AG or DB RegioNetz Infrastruktur GmbH comprise the following three pillars:

1. The development or further development of timetable concepts, e.g. definition of transport objectives, creation of timetable concept variants and network graphics, or the derivation of areas for action in respect of the infrastructure and, as an option, additionally
2. Examinations of driveability (see secondary product "operating schedule study") and running time (see secondary product "running time calculation"), e.g. running time calculation to compare different traction units / vehicle dynamics, determination of running time effects from modified stopping patterns, investigation into running time effects through infrastructure projects, microscopic examination of the driveability of the newly developed concept from 1.
3. Timetable analysis and optimisation, e.g. timetable reliability testing or operational simulations

The charge for an offer consulation is determined accordingly to the personnel expenses occurred.

The charge is 84.00 euros per 60 minutes or part thereof.

5.6 Financial Penalties and Incentives

All charges indicated in the NBN are net charges and invoiced to the Applicant plus the then valid statutory VAT.

5.6.1 Penalties for Path Modification

After conclusion of the contract, an amendment by the Applicant may only be made before the scheduled departure.

Whether or not amendment fees are levied depends on the amendment issue and the time of amendment.

- For each amendment, an amendment fee is charged depending on the expense associated therewith.
- Notwithstanding the following provisions, in case of force majeure, official orders or technical restrictions for which the infrastructure operator is responsible, any resulting amendment is not priced.

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, amended routing with same origin and destination.

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 or DB RegioNetz Infrastruktur GmbH 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 5.3.1. The change of a train path that has prevailed in the dispute resolution process to a more favourable market segment is not permitted.

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 amendment fee amounts to a maximum of Euro 633.00 in the SPFV, Euro 571.00 in the SPNV and Euro 543.00 in the SGV.

The amendment fee is determined on the following basis as affected train path km:

- amended speed or acceleration: affected train path section, in which the timing is left.
- amended timing change: affected Section of train path where the timing is changed
- amended routing with same origin and destination: kilometres travelled when deviating from the originally accepted route.

The timetable costs per market segment that form the basis for determining the amendment fee are specified in **Annex 5.3**.

- An alteration charge is not levied if the train path is shifted in the SPV within a time window of +/- 3 minutes in relation to the original train path and in the SGV if the train path is shifted in a time window of +/- 30 minutes in relation to the original train path.

5.6.2 Penalties for Path Alteration

5.6.2.1 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 (except for “Lokfahrt”) are treated like train paths attributed to the “R-Flex” market segment pursuant to Section 5.3.4.9, 5.3 in conjunction with Annex 5.3 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.
- 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.

5.6.2.2 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. In case the diversion results in a lower train path charge, the lower charge will be applied.

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).

5.6.3 Penalties for Non-Usage

5.6.3.1 Fee 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 fee being levied for issuing the offer. This provision does not apply in case of a coordination process according to 4.2.1.7.1 and if the Applicant raises reasonable objections according to 4.2.1.12.3.

The feee 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.

"Fee for issuing an offer = Timetable costs ⋆ Train path km ⋆ Number of days of service"

The amendment fee amounts to a maximum of Euro 633.00 in the SPFV, Euro 571.00 in the SPNV and Euro 543.00 in the SGV.

The timetable costs per market segment that form the basis for determining the charge for issuing an offer are specified in **Annex 5.3.**

5.6.3.2 20 Hour Provision

In the case of a new train path allocation due to Section 6.3.3.4.2 the Applicant pays the charge for the train path newly assigned by DB Netz AG or DB RegioNetz Infrastruktur GmbH.

In the event of the train path not being used due to the provision in Section 6.3.3.4.2, DB Netz AG or DB RegioNetz Infrastruktur GmbH shall bill the Applicant, in addition to the train path charge to be paid in accordance with the above sentence 1, the charge for the originally ordered and unused train path amounting to the charge for cancelling this train path less than 24 hours before departure (pursuant to Section 5.6.4.1), unless DB Netz AG or DB RegioNetz Infrastruktur GmbH was responsible for the delay of 20 hours or more.

The provisions of Section 5.7 shall remain unaffected.

5.6.3.3 Charge for Non-Cancellation

If a train path is not used by the Applicant and is not cancelled within 20 hours of the scheduled departure, the standard cancellation charge pursuant to Section 5.6.4 applies for the period of more than 20 hours after departure.

5.6.4 Penalties for Path Cancellation

After conclusion of the contract, a cancellation by the Applicant is possible up to 20 hours after the scheduled departure.

Whether or not cancellation fees are levied depends on the cancellation issue and the time of cancellation.

- For cancellations, a standard cancellation charge is levied for each cancelled day of traffic, derived from the charge for the cancelled train path and the time of cancellation (see Subclause 5.6.4.1.
- A minimum cancellation fee is charged for cancellations between the expiry of the offer acceptance period for the final draft working timetable of the first phase of working timetable compilation and 30.11. of the same year (see Section 5.6.4.2).
- Notwithstanding the following provisions, in case of force majeure, official orders or technical restrictions for which the infrastructure operator is responsible, any resulting cancellation is not priced.

5.6.4.1 Standard Cancellation Fee

A standard cancellation fee is charged for the following issues in case of cancellations:

- 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 or non-use of a train path or part of a train path on one or several days of service; and/or
- amended day of service.

The standard cancellation fee is determined on the basis of the charge for the train path cancelled and the time of cancellation. The standard 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 share of the 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 standard cancellation fee is a staggered percentage share of this calculation basis multiplied by the number of cancelled train-path kilometres.

DB Netz AG or DB RegioNetz Infrastruktur GmbH 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 for SGV	Percentage of Calculation Basis for SPFV and SPNV
Up to and including 31 days before departe	15 %	2%
30 – 5 days before departure	20 %	20%
4 -1 days before departure	40 %	40%
From 24 hours before departure to departure	70 %	70%
After departure up to 20 after departure	120 %	100%
After 20 hours after departure	200 %	150%

If train paths are not cancelled by the Applicant and are not run, the increased cancellation fee for the period of more than 20 hours after departure will be invoiced. The regulations for a 20-hour train as defined in Section 5.6.3.2 remain unaffected. This results in the cancellation fees per train-path kilometre cancelled as specified in **Annex 5.3**.

The standard cancellation fee per day of service and per market segment is calculated as follows:

"*Standard cancellation fee per day of service = train path km * cancellation fee according Annex 5.3*"

If the Applicant cancels several days of service, the relevant standard cancellation fee is determined for each day of service and added up for the affected days of service.

The standard 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 or non-use of total train path and/or of all days of service: total train path.

5.6.4.2 Minimum Cancellation Fee

Between the expiry of the offer acceptance period for the final draft working timetable of the first phase of working timetable compilation and 30.11. of the same year, a minimum cancellation fee is charged for cancelled train paths in accordance with the following provisions. The standard cancellation fee pursuant to Section 5.6.4.1 is not charged in these cases.

The following circumstances constitute cancellations for which a minimum cancellation fee is charged:

- Change of origin and/or destination,
- shortening of the route,
- change of speed if the change also changes the day of service,
- change of timing if the change also changes the day of service,
- order cancellation of a train path or part of a train path on one or more days of service, and/or
- change of day of service.

The minimum cancellation fee shall be the proportion of the costs incurred directly as a result of train operations for processing applications for train paths.

The minimum cancellation fee is calculated from the timetable costs in the working timetable multiplied by the train-path kilometres affected by the change multiplied by the number of cancelled traffic days.

*Minimum cancellation fee per transport day = timetable costs * affected train path kilometres (trkm)*

The minimum cancellation fee is a maximum of €1266 for SPFV, €1142 for SPNV and €1087 for SGV.

For the determination of the minimum cancellation fee, the affected trkm are taken as a basis:

- Change of start and/or destination point: the trkm that are spatially and/or temporally omitted from the originally agreed train path.
- Route reductions: the trkm that deviate spatially from the originally agreed route.
- Change of speed: entire path
- Change of timing: entire path.
- Change in traffic day: entire path.
- Reduction in traffic days: entire train path.
- Order cancellation of the entire train path or all days of operation: entire train path. If several of the above circumstances apply, the circumstance according to which more train path kilometres are affected is taken as a basis.

The timetable costs per market segment on which the minimum cancellation charge is based are shown in **Annex 5.3**.

5.6.5 Incentives / Discounts

5.6.5.1 Reduced Charges for Non-contractual Condition

5.6.5.1.1. Automatic Reduction

Notwithstanding any reduction demand from the Applicant, DB Netz AG or DB RegioNetz Infrastruktur GmbH 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 5.7.2.1) coded at least in the amount stated below. For the purposes 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 or DB RegioNetz Infrastruktur GmbH is responsible for such fault.

a) Faults with the Infrastructure:

- VU 22 (structures)
- VU 23 (track)
- VU 30 (temporary speed restriction for repairs)
- VU 31 (engineering or other works)
- VU 32 (irregularities in engineering or other works)
- VU 83 (grease film)

b) Faults with the Command and Control System:

- VU 21 (telecommunications installations)
- VU 24 (installations at level crossings)
- VU 25 (command/control systems)
- VU 26 (points)

c) Faults in Providing Traction Current:

- VU 20 (power supply equipment (traction power))

d) 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
SGV Standard Express	6:00
SGV Gefahrgutganzzug Express	6:00
SGV Güternahverkehr Express	6:00
SGV Standard Schnell	6:00
SGV Gefahrgutganzzug Schnell	6:00
SGV Güternahverkehr Schnell	6:00
SGV Standard Z-Flex Express	6:00
SGV Gefahrgutganzzug Z-Flex Express	6:00
SGV Güternahverkehr Z-Flex Express	6:00

Type of Transport/Market Segment	Minimum Number of Additional Delay Minutes
SGV Standard Z-Flex Schnell	6:00
SGV Gefahrgutganzzug Z-Flex Schnell	6:00
SGV Güternahverkehr 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 Standard R-Flex Schnell	6:00
SGV Gefahrgutganzzug R-Flex Schnell	6:00
SGV Güternahverkehr R-Flex Schnell	6:00
SGV Standard	31:00
SGV Sehr schwer	31:00
SGV Gefahrgutganzzug	31:00
SGV Güternahverkehr	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
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

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:

- Euro 3.00 per additional minute of delay for express passenger trains
- Euro 2.00 per additional minute of delay for local passenger trains
- Euro 1.00 per additional minute of delay for freight trains

Reductions are set off pursuant to Section 5.9.4 sentence 3 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 5.6.5.1.2.

5.6.5.1.2. Reduction Upon Request

Defects that are not listed under Section 5.6.5.1.1 of the NBN can only be under the following conditions to be set out by the Applicant:

- the defect is not within the scope of risk of the Applicant
- the Applicant was aware of the defect when concluding the ENV and reserved the right to assert its right reduction in respect of this defect, or the Applicant was unaware or grossly negligent ignorance of the defect when concluding the ENV, unless DB Netz AG fraudulently concealed the defect, and
- the Applicant has notified DB Netz AG of the defect immediately after becoming aware of it, unless DB Netz AG was aware of the defect or the defect was obvious or the Applicant reserved the right to assert its right reduction in respect of this defect when concluding the ENV with knowledge of the defect.

The same shall also apply to defects in accordance with Section 5.6.5.1.1, insofar as a claim for defects is asserted above the values stated therein. The reduction on demand is made on the basis of a specific notification of defects in text form in accordance with § 126b BGB.

5.6.6 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.

5.6.7 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 performance scheme to reduce disruption.

If DB Netz AG or DB RegioNetz Infrastruktur GmbH is deemed accountable for the temporary non-availability, DB Netz AG or DB RegioNetz Infrastruktur GmbH will bear the costs of emergency bus services on the basis of market rates only. In addition, DB Netz AG or DB RegioNetz Infrastruktur GmbH will waive the train path charge for the line Section which cannot be used. A credit of delay minutes according to the performance scheme to reduce disruption (cf. Section 5.7) or claims to reduced charges for non-contractual condition pursuant to Section 5.6.5.1 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 or DB RegioNetz Infrastruktur GmbH nor an Applicant or involved RU is deemed accountable for the cause of the non-availability.

5.7 Performance Scheme

5.7.1 General Principles and Objectives for Train Path Use (without Passenger Platforms)

The following performance-based track access charging scheme for rail passenger transport and rail freight 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 within the scope of this NBN.

5.7.2 Performance Monitoring for Train Path Use (without Passenger Platforms)

5.7.2.1 Data Collection

The data on which the performance scheme is based is collected in accordance with Guideline 420.9001, **Annex 5.7.2.1**.

5.7.2.2 Data Taken Into Account

5.7.2.2.1. Incentive-Relevant Codes

The following codes are taken into account in the performance scheme.

DB Netz AG / RNI 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 Netz AG 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
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 5.7.2.1).

All other codes that are not listed in the table above are not taken into account in the calculation of incentive charges.

5.7.2.2.2. Incentive-Relevant Trains

The performance scheme takes into account all trains within the scope of this NBN, unless train paths are involved that are used by or on behalf of DB Netz AG or DB RegioNetz Infrastruktur GmbH.

5.7.2.2.3. 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 5.7.2.2.1
- In rail freight transport, the relevant final punctuality pursuant to Section 5.7.2.2.4 was exceeded.

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
Rail freight traffic sensitive to punctuality	5:30
Rail freight traffic not sensitive to punctuality	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.

5.7.2.2.4. Final Punctuality in Rail Freight Transport

For additional delay minutes in rail freight transport to affect incentives, the services must exceed a certain final punctuality. The final punctuality is measured according to the deviation between target time and actual time at the last operating location of the train run.

The Applicants shall notify DB Netz AG or DB RegioNetz Infrastruktur GmbH with the train path application whether the ordered train runs of the rail freight transport are sensitive to punctuality or not. If no notification is provided, DB Netz AG or DB RegioNetz Infrastruktur GmbH classifies the relevant train runs as not sensitive to punctuality. The notification is binding and can no longer be changed. When ordering the addition “Express” or “Schnell” train path pursuant to Sections 5.3.4.6 or 5.3.4.7 the train run is classified obligatorily as sensitive to punctuality.

The threshold values of the relevant final punctualities differ according to the classification of a train run as sensitive to punctuality or not sensitive to punctuality.

The following threshold values apply:

Type of Traffic	Treshold Values in Minutes
Rail freight traffic sensitive to punctuality	30:59
Rail freight traffic not sensitive to punctuality	120:59

5.7.3 Financial Model for Train Path Use (without Passenger Platforms)

The amount of the incentive charges to be paid by DB Netz or DB RegioNetz Infrastruktur GmbH and the respective RU is calculated as follows:

$$\begin{aligned} &\textit{Incentive charge} \\ &\quad = \textit{incentive} - \textit{relevant additional delay minutes} \\ &\quad * \textit{monetary valuation per additional delay minute} \end{aligned}$$

The following table shows the monetary valuation [in Euro per additional delay minute] for rail passenger transport, 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 Netz AG 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

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)
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 table shows the monetary valuation [in Euro per additional delay minute], differentiated by type of traffic and cause of delay for the rail freight transport:

Delay Code No.	Cause of Delay	Rail Freight Traffic sensitive to Punctuality	Rail Freight traffic not sensitive to Punctuality
10	Timetable compilation (DB Netz AG Sales)	0.50	0.10
10	Running times for construction work fully incorporated into the working timetable wrong	5.00	1.00
12	Mistakes in operations procedures	0.50	0.10
13	Preparation (operations)	0.50	0.10
18	DB operational staff	0.50	0.10
19	Other operations by DB Netz	0.50	0.10
20	Power supply equipment (traction power)	0.50	0.10
21	Telecommunications installations	0.50	0.10
22	Structures	0.50	0.10
23	Track	0.50	0.10
24	Installations at level crossings	0.50	0.10
25	Command/control systems	0.50	0.10
26	Points	0.50	0.10
27	IM vehicles	0.50	0.10
28	DB Netz AG technical staff	0.50	0.10
29	DB Netz AG other technical issues	0.50	0.10
30	Temporary speed restriction for repairs	0.50	0.10
31	Engineering or other works	5.00	1.00
32	Irregularities in engineering or other works	5.00	1.00
50	Exceeding the stop time	0.50	0.10
51	Request of the RU	0.50	0.10
52	Loading operations	0.50	0.10
53	Loading irregularities	0.50	0.10
54	Train preparation (transport-related aspects)	0.50	0.10
57	Not reported by RU	0.50	0.10

Delay Code No.	Cause of Delay	Rail Freight Traffic sensitive to Punctuality	Rail Freight traffic not sensitive to Punctuality
58	RU's traffic staff	0.50	0.10
59	Other transport-related reasons attributable to the RU	0.50	0.10
60	Roster/deployment planning	0.50	0.10
61	Formation of train by RU	0.50	0.10
62	Passenger coaches	0.50	0.10
63	Freight wagons	0.50	0.10
64	Traction units	0.50	0.10
68	RU technical staff	0.50	0.10
69	Other vehicle-related reasons attributable to the RU	0.50	0.10

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 63 → 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 63 = passenger coaches; delay code 92 = train order (affected train was delayed);
Delay code 50 = dwell time exceeded

Example of a rail freight train (not sensitive to punctuality)

	Operating location 1	Operating location 2	Operating location 3	Operating location 4	Operating location 5	Operating location 6	
	Target 12:04 Actual 12:04	Target 12:20 Actual 13:10	Target 12:35 Actual 13:15	Target 12:52 Actual 13:37	Target 13:18 Actual 14:53	Target 13:35 Actual 15:45	Total payments
Delay	0 min	+ 50 min	+ 40 min	+ 45 min	+ 95 min	+ 130 min	
Additional delay		+ 50 min	0 (-10)	+ 5 min	+ 50 min	+ 35 min	
Coding		Delay code 23 → DB Netz		Delay code 69 → RU	Delay code 92 → neutral	Delay code 64 → RU	
Payment DB Netz → RU		EUR 5			EUR -3,5		EUR 1,5

Delay code 23 = track; delay code 64 = traction units; delay code 69 = Other vehicle-related reasons attributable to the RU; delay code 92 = train order (affected train was delayed)

5.7.4 Governance and Correction Procedure for Train Path Use (without Passenger Platforms)

5.7.4.1 Correction Procedure

Up to 24 hours after the initial coding of additional delays, codings can be corrected informally (validation period) in consultation between RUs and DB Netz or DB RegioNetz Infrastruktur GmbH where new disruption information becomes available.

If objections still exist in the view of the RUs following validation, these may request recoding in accordance with the correction process in Section 6 of Guideline 420.9001 (Annex 5.7.2).

- To this end, the form posted on the Internet by DB Netz AG or DB RegioNetz Infrastruktur GmbH at:

  http://www.dbnetze.com/umkodierungsantrag

  must be filled in completely and sent to the e-mail address:

  kunas.db.netz@deutschebahn.com

  Information on the coded delay minutes can be found in the daily statement.

  The following subject of the E-Mail should be used:

  "CustomerNumber_Date_Processing-ID (e.g.: K9712_20140311_99999)".

  If, in addition to the completed recoding application, further attachments are to be added to explain or prove the requested coding, the file name of the attachment must necessarily begin with "INFO". Example:
  „INFO_Annex1“.

- As an alternative to submission by mail, recoding applications can also be submitted via the web tool KODA.

  KODA can be reached at the following internet address:

  www.dbnetze.com/koda

Instructions and further information on its use can also be found there. The Terms and Conditions of Use for the DB Netz-Cockpit (NeCo, the underlying IT platform for Koda), are part of this NBN as Annex 3.4.3.1.

Applicants may decide whether to submit recoding applications as described either by e-mail or via KODA.

In the event of any restrictions on the accessibility of KODA, the option is open to submit recoding applications by means of the described manner by e-mail.

The submission period for recoding applications at DB Netz ends on the eighth day after the validation period. Recoding requests received after the eight-day deadline will be deemed too late and will not be considered.

The independence of DB Netz AG or DB RegioNetz Infrastruktur GmbH employees involved in the recoding process is governed by Guideline 048.2002 (Guideline to ensure independence from instructions in the recoding process of the performance scheme pursuant to Article 39 (2) of the German Railway Regulation Act (Annex 5.7.2.2)

5.7.4.2 Settlement

Settlement of incentive charges shall take place on a monthly basis. The incentive charges to be paid by DB Netz AG or DB RegioNetz Infrastruktur GmbH and the respective RU are offset against each other.

5.7.4.3 Revision Performance Scheme

DB Netz AG or DB RegioNetz Infrastruktur GmbH will analyse the existing performance scheme with the Applicants of the long-distance passenger trains at the latest for the NBN for the 2027/2028 working timetable period and agree on changes if necessary.

5.7.5 Performance Scheme for the Use of RNI Passenger Platforms

The performance scheme applies to the use of passenger platforms. For the duration of the necessary construction and maintenance works according to Section 2.6.3.1, the performance scheme does not apply at the stations concerned. Section 2.6.3.3 remains unaffected.

The following discounts will only be granted if the disruption was reported to the regionally responsible body (cf. 3.3.5.1.3) without delay after the incident was identified. If the RNI has implemented substitute measures to compensate for the disruption in the form of suitable technical or personnel measures, no discount will be granted.

Claims under the performance scheme can only be asserted on the basis of a valid train path usage contract.

Similarly, the performance scheme does not apply if the implementation of the initiated measures cannot be carried out for reasons of force majeure.

Incentive-relevant disruptions exist in the event of:

- a failure of at least 30 % of the platform and access lighting of the lighting times published in Section 5.3 ,
- a safety-relevant defect in the surfaces of platforms and access routes,
- a failure to carry out winter maintenance on platforms and access routes between 7 am and 8 pm Monday - Saturday and between 8 am and 8 pm on Sundays and public holidays,
- a lack of timetable notices on a platform (missing, incorrect or illegible), taking into account the provisions of 5.9.2.

- A discount is not granted if the content of a timetable notice is incorrect due to incorrect data supplied by the Applicant,
- a technical defect in station-specific passenger information systems (no dynamic and/or no acoustic passenger information), whereby a defect does not exist in the absence of data provision on the current train and operating situation on the part of the RU/Applicant,
- failure of lifts after a fault clearance period of one working day after notification of the fault by the Applicant to the regionally responsible body (cf. 3.3.5.1.3), discounts amounting to 20 per cent on the charges for the affected stations attributable pro rata to the fault period shall be granted for the period of the fault.
- surcharges of 20 per cent on the respective station charges to be paid are to be paid by the Applicant for:
- data not supplied by RUs (cancellation of a train, unreported train numbers, unreported delays, unreported unscheduled stops)

For each proven false report on the existence of the disruptions mentioned in this section, the reporting Applicant shall pay a lump-sum expense allowance of 50.00 euros.

The offsetting of claims from the performance scheme for the period between 01 December and 30 November shall take place with the station price settlement in February of the following year at the latest.

5.8 Changes to Charges

5.8.1 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 NBN.

No surcharge for congested railway lines is charged during the term of validity of such NBN.

5.8.2 Development of Advance Payment

DB Netz AG intends to further increase the amount of advance payments pursuant to Section 5.94 in future years.

5.8.3 Updating the List of Metropolitan Stations

The list of metropolitan stations will be updated as part of the market segmentation review for the 2028/2029 network timetable period.

5.8.4 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 2017 and 2021, DB Netz AG has increased train-path charges (without surchages) by an average margin of 2.0 to 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 2025, with possibly different implications depending on market segments.

5.9 Billing Arrangements

5.9.1 Payment of the Infrastructure Access Charges

a) DB Netz AG or DB RegioNetz Infrastruktur GmbH shall invoice all charges incurred. Invoices are sent either by post or by e-mail to the e-mail address(es) specified by the Applicant or the involved RU in the General Infrastructure Usage Agreement. By signing the G-INV, the Applicant or the involved RU declares its consent to electronic transmission of the invoice. If an Applicant or involved RU does not agree to invoices being sent by e-mail, this must be notified to DB Netz AG or DB RegioNetz Infrastruktur GmbH in writing. In this case, the invoices shall be sent by post.

b) 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.

c) Payments must be remitted to an account to be specified by DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

d) Receivables of DB Netz AG or DB RegioNetz Infrastruktur GmbH 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.

e) Objections by the Applicant or the involved RU to the charges invoiced must be notified in writing within to DB Netz AG or DB RegioNetz Infrastruktur GmbH within four weeks of receipt of the invoice. Compliance with this period is determined on the basis of the date on which the objection notice is received by DB Netz AG or DB RegioNetz Infrastruktur GmbH. If objection notices are not made in due time, the invoice is deemed approved; DB Netz AG or DB RegioNetz Infrastruktur GmbH shall make specific reference to this in the invoice.

5.9.2 Provision of Security

a) Applicants – except for those referred to in Article 1 (12) no. 2 a) and c) ERegG – must provide appropriate security to DB Netz AG or DB RegioNetz Infrastruktur GmbH 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 or DB RegioNetz Infrastruktur GmbH 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 or DB RegioNetz Infrastruktur GmbH pursuant to Section 5.9.2 a), the Applicant must provide security within five banking days after receipt of

such a request by DB Netz AG or DB RegioNetz Infrastruktur GmbH. 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 or DB RegioNetz Infrastruktur GmbH 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 3.3.1 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 5.9.2 a) (1)-(5).

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 or DB RegioNetz Infrastruktur GmbH.

e) If security is not provided or, as the case may be, advance payment is not made in due time, DB Netz AG or DB RegioNetz Infrastruktur GmbH 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 or DB RegioNetz Infrastruktur GmbH 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 5.9.2 a) or 5.9.2 b) are no longer applicable.

g) If the Applicant, after providing security, is in default (Article 286 BGB) and does not immediately fulfil its payment obligations under the contractual relationship after a further payment request, DB Netz AG or DB RegioNetz Infrastruktur GmbH may – without further notice in this regard - use the security to satisfy its claims (cf. Section 5.9.2 b)) and assert its claims for the provision of further security in accordance with Section 5.9.2 a). Otherwise DB Netz AG or DB RegioNetz Infrastruktur GmbH may demand advance payment pursuant to Section 5.9.2 d).

5.9.3 Default Interest and Fixed Sum for Payment Reminder

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 pursuant to Article 247 (1) BGB. In addition, a lump sum of Euro 40.00 is charged together with the first written payment reminder in accordance with Article 288 (5) BGB.

5.9.4 Advance Payment

a) DB Netz AG or DB RegioNetz Infrastruktur GmbH 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 into the account of DB Netz AG or DB RegioNetz Infrastruktur GmbH specified in the advance payment invoice. The date on which the money is received in the account of DB Netz AG or DB RegioNetz Infrastruktur GmbH is relevant. Article 193 BGB does not apply. In the event of a payment default in respect of an advance payment, Section 5.9.3 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 or DB RegioNetz Infrastruktur GmbH 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 or DB RegioNetz Infrastruktur GmbH 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 or DB RegioNetz Infrastruktur GmbH 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.

5.9.5 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.

5.10 Federal Funding for SGV (Rail Freight Transport) Track Access

In the case of train path use in the SGV, the German Federal Government provides funding to the SGV Applicants (hereinafter also referred to as endrecipients) in relation to the 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 30.05.2023" (Funding Directive) (Annex 5.10.) and the provisions of this NBN. 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 respective funding amounts are published for the current funding on the following website www.dbnetze.com/trafoeg. If, in afunding period, 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 endrecipient only for those months in which the federal funding available for the respective funding period covers the funding in full. If there is no longer sufficient federal funding to cover a month of thatfunding period, the funding amount will be reduced accordingly for all segments. The provisions given below set out the relationship between DB Netz AG and the endrecipient 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. Train-path uses of track construction trains, construction machinery, measurement trains, rescue trains, trains operating on behalf of DB Netz AG, as well as operating services not rendered are not eligible for funding.

5.10.1 Application and Approval for the Process

(1) As the endrecipient, the SGV Applicant shall instruct DB Netz AG to apply for funding and allocate the funding amounts on the basis of the Funding Directive. The instructions for the current funding are to be placed via the Internet application Formula. Formula is made available on the internet:

www.dbnetze.com/formula

As a fallback level, during any restrictions on the availability of Formula, it is possible to submit the order by means of an explicit letter according to Annex 5.10.1 to

trafoeg@deutschebahn.com

(2) The order must be submitted to DB Netz AG by the 15th month from which funding is to be claimed. In order to be eligible for funding from the start of the working timetable period 2023/2024, the order must therefore be received by DB Netz AG by 15 December 2023 at

the latest. The start of funding is not tied to the start of the funding period, but can also take place during an ongoing funding period.

(3) If an endrecipient does not wish or is not permitted to claim any more funding under the Funding Directive, the Applicant must promptly notify DB Netz AG of this in writing (statement of divergence pursuant to § 7, No. 2 (8), Sentence 3 of the Funding Directive). Statements must be sent solely to

DB Netz AG
Produkt- und Preismanagement
TraFöG
Adam-Riese-Str. 11-13
60327 Frankfurt a. Main

Respectively to

trafoeg@deutschebahn.com

5.10.2 Order to Deduct Funding Amount from Track Access Charges

(1) The endrecipient instructs 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 (§ 4 (2) Funding Directive). Furthermore, the endrecipient gives 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 5.9.1.

5.10.3 Main Duties of the Endrecipient

(1) The endrecipient claiming the funding must comply with the conditions of the Funding Directive and amended Funding Directive and the General Auxiliary Terms and Conditions for the Grants for Project Funding (Allgemeine Nebenbestimmungen für Zuwendung zur Projektförderung – ANBest-P), unless the Funding Directive and this NBN adopt other regulations.

(2) If these obligations are breached, the endrecipient may be excluded from the funding and obliged to repay any funding amounts already awarded (5.10.6).

(3) The endrecipient shall immediately notify DB Netz AG of operating services that have not been operated and at the same time have not previously been cancelled. The notification shall be addressed to Abrechunung.DBNetz@deutschebahn.com. Templates for reporting unfulfilled operational services are available on the following website*:*

www.dbnetze.com/trafoeg**.**

5.10.4 Obligations to Inform and Give Notification

(1) If an endrecipient 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 Applicant 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
Produkt- und Preismanagement

TraFöG
Adam-Riese-Str. 11-13
60327 Frankfurt a. Main

respectively to

trafoeg@deutschebahn.com

In this event, the endrecipient shall not receive any Federal funding under the Funding Directive that could be deducted from the track access charges (§ 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 Article 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 (§ 6 (3) Funding Directive). The endrecipient 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
Produkt- und Preismanagement
TraFöG
Adam-Riese-Str. 11-13
60327 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 Applicant concerned (§ 6 (1) Funding Directive).

(3) The endrecipient 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 (§ 4 (4) Funding Directive). § 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 § 264 of the German Criminal Code (§ 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 § 264 of the German Criminal Code in conjunction with § 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 (§ 3 SubvG).

When examining the proper conduct of business, the granting authority must pay particular attention to investigations by the public prosecutor's office regarding a property offence directed against public budgets.

(5) The endrecipient is obliged to apply the Federal Government Directive concerning the Prevention of Corruption in the Federal Administration, as amended, by analogy (§ 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 endrecipient of a funding according to the Funding Directive is obliged to inform its customers in a suitable way of its use of the funding according to § 2 (1) of the Funding Directive and of the market segment-specific funding amounts applied, and to factor the contribution into its prices (§ 6 (7) Funding Directive).

5.10.5 Obligations to Cooperate and to Preserve Records

(1) As the awarding authority, the Federal Government is obliged, pursuant to § 7 (2) of the German Federal Budget Code (BHO), to evaluate the funding measure according to § 2 (1) Funding Directive (§ 6 (9) Funding Directive). The endrecipient undertakes to cooperate. By placing the train path order, the endrecipient 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 endrecipient from case studies pursuant to § 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 endrecipient shall permit an audit by the German Federal Audit Office in accordance with §§ 91 and 100 Federal Budget Code (BHO) and shall make the relevant information available (§ 7 No. 3 (10) c) Funding Directive).

(3) Likewise, the endrecipient shall, in accordance with No. 7 ANBest-P, permit an audit by the granting authority and any third parties commissioned by it (§ 4 (3) and § 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 (§ 7, No. 4 (13) Funding Directive). Retention periods in accordance with other regulations are independent of this.

5.10.6 Reclaiming

If the endrecipient does not comply with the provisions of the Funding Directive (Annex 5.10) and/or with this NBN, the endrecipient undertakes to repay the funding amounts received, with interest, to DB Netz AG. The endrecipient consents to DB Netz AG relinquishing the repayments and information claimed in accordance with the preceding sentence to the Federal Government. The endrecipient or its legal successor undertakes to make all the necessary data and information freely available to the granting authority.

5.10.7 Liability

(1) DB Netz AG shall execute the order of the endrecipient with its customary care.

(2) No liability shall be accepted for losses or damage suffered by the endrecipient 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.

5.10.8 Time Period

The Funding Directive allows for funding for all operations performed in the period from 1 July 2018 to 30 June 2023 (§ 1 (4) Funding Directive).

5.11 Federal Funding for SPFV (Long-Distance Rail Passenger Transport)

In the case of SPFV track access, the German Federal Government supports Applicants for SPFV (hereinafter also referred to as endrecipients) in relation to the track access charges payable by them in order to sustainably shift traffic from road to rail within the limits of the available budgetary resources. The provisions of the "Directive for the Funding of long distance rail passenger transport via pro rata financing of approved track access charges (af-TP-SPFV) dated 26 October 2023" (SPFV funding policy) (Annex 5.11) and the provisions of this NBN are decisive for the funding. The Funding Directive SPFV contains the regulations on the conditions under which funding is granted and how the amount of funding is calculated.

The respective funding amounts are published on the following website: www.dbnetze.com/SPFV-Foerderung. If the segment-specific operating performance within a funding period is higher than the forecast segment-specific operating performance on which the original calculation was based, the full funding amount will only be paid out in favour of the endrecipient for the months in which the available federal funding for the respective funding period fully covers the funding. If sufficient federal funding is no longer available for a month of this funding period, the funding amount for all funded segments is reduced accordingly. The following provisions implement the relationship between DB Netz AG and the endrecipients in accordance with the Funding Directive SPFV with regard to the application for funding, information, call-off and settlement of the funding.

5.11.1 Consent to the Procedure

(1) As the endrecipient under the Funding Directive SPFV, the Applicant for SPFV access declares to DB Netz AG that it is claiming the funding. The declaration is made via the Internet application Formula at the address:

www.dbnetze.com/formula.

A legally valid declaration exists if the signed declaration on Formula has been submitted by the 15th calendar day of the first month to be subsidised and the acknowledgement of the facts relevant to the subsidy pursuant to Section 5.11.3 (4) has been signed and sent to DB Netz AG by post.

(2) If an SPFV Applicant no longer wishes or is no longer permitted to claim funding under the SPFV funding policy, it must declare this to DB Netz AG in writing without delay (declaration of deviation pursuant to section 7 No. 2 (8) sentence 3 of the Funding Directive SPFV). The declarations must be sent exclusively to:

DB Netz AG
Produkt- und Preismanagement
SPFV-Förderung

I.NBV 22
Adam-Riese-Str. 11-13
60327 Frankfurt a. Main

or to

SPFV-Foerderung@deutschebahn.com

5.11.2 Offsetting against the Track Access Charges

The SPFV Applicant agrees to the offsetting of grants awarded by the Federal Government against DB Netz AG's train path charges. The subsidies granted are always offset on the due date of the respective train path charge invoice in accordance with Section 5.9.1.

5.11.3 Main Duties of the Endrecipient

(1) The endrecipient claiming the funding must comply with the conditions of the Funding Directive SPFV and the General Auxiliary Terms and Conditions for the Grants for Project Funding (Allgemeine Nebenbestimmungen für Zuwendung zur Projektförderung – ANBest-P), unless the Funding DirectiveSPF, this NBN or the Grant Notice adopt other regulations.

(2) If these obligations are breached, the endrecipient may be excluded from the funding and obliged to repay any funding already granted (cf. Section 5.11.6).

(3) The endrecipient shall immediately notify DB Netz AG of operating services that have not been operated and at the same time have not previously been cancelled. The notification shall be adressed to Abrechnung.DBNetz@deutschebahn.com. Templates for reporting unfulfilled operating services are available on the following website:

www.dbnetze.com/SPFV-Foerderung

If the notification of unused operating performance is not made without delay, DB Netz AG reserves the right to pass on to the endrecipient any interest claims arising from incorrectly utilised and belatedly reimbursed funding that are asserted by the grantor against the endrecipient.

(4) Before a grant is awarded, the endrecipient is obliged to confirm in writing that it is aware of facts relevant to the grant in accordance with administrative regulation no. 3.4.6 of Section 44 BHO and on the criminal liability of subsidy fraud in accordance with § 264 StGB. This confirmation must be sent to

DB Netz AG
Produkt- und Preismanagement
SPFV-Förderung
I.NBV 22
Adam-Riese-Str. 11-13
60327 Frankfurt a. Main

(5) The endrecipient is obliged to take the grant into account in its services for its passengers (§ 6 (7) Funding Directive SPFV).

5.11.4 Obligations to Inform and Give Notification

(1) If an endrecipient has not complied with a recovery order following a previous decision of the European Commission declaring the inadmissibility of a state subsidy and its incompatibility with the common market, the Applicant 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
Produkt- und Preismanagement
SPFV Förderung
I.NBV 22
Adam-Riese-Str. 11-13
60327 Frankfurt a. Main

or to

SPFV-Foerderung@deutschebahn.com

In this event, the endrecipient shall not receive any federal funding under the Funding Directive SPFV that could be deducted from the track access charges (§ 3 (3) Funding Directive SPFV).

(2) Grants awarded on the basis of the SPFV Funding Directive must not be combined with other state subsidies within the meaning of Article 107(1) TFEU or with other Community funding if this cumulation results in an aid intensity that exceeds the value of up to 30% of the total costs of rail transport and 50% of the eligible costs provided for in Article 107 of the Railway Guidelines (Communication from the Commission - Community guidelines on State aid to railway undertakings (2008/C 184/07)) (§ 6(3) of the SPFV Funding Directive). The endrecipient shall promptly inform DB Netz AG and the granting authority in writing.

Eisenbahnbundesamt
Heinemannstrasse 6
D- 53175 Bonn

With regard to DB Netz AG, the declarations are to be sent solely to

DB Netz AG
Produkt- und Preismanagement
SPFV-Förderung
I.NBV 22
Adam-Riese-Str. 11-13
60327 Frankfurt a. Main

or to

SPFV-Foerderung@deutschebahn.com

Failure to provide this information will result in the withdrawal of any funds granted under the Funding Directive SPFV and in an obligation to repay in full the funding amount deducted from the track access charges for the endrecipient concerned (§ 6 Funding Directive SPFV).

(3) The endrecipient 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 (Data Protection Adaptation and Implementation Act EU - DSAnpUG-EU) of 30 June 2017, as amended. In accordance with the provisions of the Data Protection Act of 30 June 2017, as amended, 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 (§ 4 (4) Funding Directive). § 30 of the Law on Administrative Procedures (VwVfG) shall remain unaffected.

(4) The endrecipients are obliged to provide all personal data required for the assessment/evaluation of the funding programme in compliance with data protection regulations and to participate in surveys, interviews and other data collections provided by the funding provider for the assessment/evaluation. This includes, for example, information from the endrecipients from the factual reports in accordance with § 7 (11) of these guidelines on the extent to which their prices, traffic volumes, patronage and investments have changed in light of the grant. It should be noted that this information and forecasts are passed on and published for the purpose of an external assessment/evaluation.

(5) The contribution awarded under the SPFV Funding Policy is a subsidy within the meaning of § 264 of the German Criminal Code (§ 6 (1) of the SPFV Funding Directive). The information listed by the granting authority in the implementing regulations, on which the authorisation, granting, reclaiming, continuation or retention of the grant is dependent, is relevant to the subsidy within the meaning of § 264 of the German Criminal Code in conjunction with § 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 prevent the grant, award, continuation, utilisation or retention of the subsidy or that are relevant for the recovery of the subsidy (§ 3 SubvG).

When examining the proper conduct of business, the granting authority must pay particular attention to investigations by the public prosecutor's office regarding a property offence directed against public budgets.

(6) The endrecipient is obliged to apply the anti-corruption guidelines of the Federal Government as amended mutatis mutandis (§ 6 (2) of the SPFV Funding Directive). The guideline can be accessed via the following link:

http://www.verwaltungsvorschriften-im-internet.de/bsvwvbund_30072004_O4634140151.htm

5.11.5 Obligations to Cooperate and to Preserve Records

(1) The endrecipient shall permit an audit by the German Federal Audit Office in accordance with §§ 91 and 100 Federal Budget Code (BHO) and shall make the relevant information available (§ 7 No. 3 (10) (c) of the SPFV Funding Directive).

(2) Likewise, the endrecipient shall, in accordance with No. 7 ANBest-P, permit an audit by the granting authority and any third parties commissioned by it (§ 4 (3) and § 7 No. 4 (11) of the SPFV Funding Directive).

(3) 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 andpresented upon request (§ 7 No. 4 (13) SPFV Funding Directive). The retention periods according to other regulations are independent of this.

5.11.6 Reclaiming

If the endrecipient does not comply with the provisions of the Funding Directive (Annex 5.10) and/or with this NBN, the endrecipient undertakes to repay the funding amounts received, with interest, to DB Netz AG. The endrecipient consents to DB Netz AG relinquishing the repayments and information claimed in accordance with the preceding sentence to the Federal Government. The endrecipient or its legal successor undertakes to make all the necessary data and information freely available to the granting authority.

5.11.7 Liability

(1) DB Netz AG shall execute the order of the endrecipient with its customary care.

(2) No liability shall be accepted for losses or damage suffered by the endrecipient 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.

5.11.8 Period

The SPFV Funding Directive allows for funding for all operations performed in the period from 1 October 2023 to 30 November 2025 (§ 1 (5) SPFV Funding Directive).

6 OPERATIONS

6.1 Introduction

The following regulations are to be applied to the operational implementation of the previously agreed use of the railway lines or the use of capacities in service facilities in accordance with this NBN as well as in the event of any deviations therefrom.

6.2 Operational Rules

Regulations for the performance of operations are to be found, in particular, in the laws and regulations mentioned in Section 1.3.1 as well as in the operating regulations based thereon according to Section 3.2.1.2.3. The Federal Railway Authority is responsible for their enforcement, subject to any express deviations in the laws and ordinances mentioned.

6.3 Operational Measures

The operating regulations of DB Netz AG (see Section 3.2.1.2.3 NBN and Annex 3.2.1.2.3 of NBN) shall apply.

6.3.1 Principles

The operating regulations and the following regulations apply. The orders of DB Netz AG's operating staff must be complied with.

6.3.2 Operation Regulation

In addition to the measures laid down in the operating regulations, the following regulations apply.

6.3.2.1 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 6.3.3.1). It must be possible to reach these contacts using the stated means of communication for the duration of the usage, and they must be empowered to take particularly operational decisions that are binding for the contracting parties at short notice.

6.3.2.2 Information of 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.

6.3.2.3 Information of the Applicant or involved RU to the 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 3.4.4 and when marking of the wagon or large container is prescribed pursuant to Section 3.4.4, the indication that such goods are contained,
- position of every single wagon in the train (train rake).

e) when transporting Class 7 radioactive materials:
The Applicant or the involved RU shall also ensure that DB Netz AG has the prescribed notification of the licence holder according to auxiliary conditions (Annex to the carriage permit) for consignments of Class 7 radioactive materials subject to approval pursuant to Section 27 Radiation Protection Act (Strahlenschutzgesetz; StrlSchV) (Section 16 StrlSchV - old) and Section 4 Atomic Energy Act (Atomgesetz; AtG).

The information a) to d) 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 continuously staffed control centre 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 3.2.1.2). 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 3.2.1.2) together with completion of vehicle inspections and compliance with the duties of the Applicant or involved RU arising from Section 3.4.1.

6.3.2.4 Further Rights and Duties

The Applicant or the involved RU shall ensure that

- deployed staff is 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 or ENV-SE and to take operational decisions,
- this staff, before using the railway infrastructure or using the capacity in the service facility, has ascertained that all the regulatory material and documentation detailed in Section 3.2.1.2 is complete and has found out about any special operating features and requirements – also during the movement.

6.3.3 Disturbances

Disturbances can be caused to daily service operations because of various different reasons.

In this context, disturbances refer in particular to

- non-conformity with the agreed timetable or service schedule;
- train delays;
- irregularities during construction work;
- losses of use;

- Other special incidents with a material impact on the performance of the railway infrastructure

In service facilities in particular these incidents:

- Deviations from the agreed use
- Other special incidents with a material impact on the performance of the service facility or operating programmes.

If large incidents with significant international impact occur, international coordination of incident management is needed.
For international disruptions longer than 3 days with a high impact on international traffic, the DB Netz AG will take into account the International Contingency Management (ICM) when cooperating with international infrastructure managers.
More details are described in the International Contingency Management Handbook, which can be found on the RNE website at the following link:

https://rne.eu/tm-tpm/incident-management

This handbook describes standards and procedures that aim to allow continuation of traffic flows as effective, customer-oriented and at the highest possible level despite an international disruption and assure continuous transparency of the status of the disruption and its impact on traffic flows for all relevant stakeholders across Europe. It defines disruption management and communication processes that complement national incident management procedures to allow for better international cooperation of IMs and ABs.

The recommendations of the ICM Handbook do not interfere with national coordination processes and disposition decisions between DB Netz AG and the Applicants. The disposition rules described in the NBN (or the associated regulations) apply.

6.3.3.1 Measures for Operations Disturbances

6.3.3.1.1.
DB Netz AG adopts the guidelines in the operating regulations applicable to traffic control during disruptions (cf. Section 3.2.1.2.3). This includes in particular the following regulations:

6.3.3.1.2.
The Applicant or the involved RU shall inform DB Netz AG straightaway of any disturbances arising from its own operations or the usage of capacity in service facilities, even if no immediate consequences are anticipated for service safety and regularity. For the concept of disruption, see Section 6.3.3.

6.3.3.1.3.
DB Netz AG shall notify the Applicant or the involved RU of network-related operations disturbances or such as are caused by the operation of other Applicants or involved RUs, notably deviations from the agreed timetable or from agreed usage of capacities in service facilities, in accordance with the provisions of the operating regulations (cf. Section 3.2.1.2.3).

6.3.3.1.4.
In case of dangerous events, crises and disasters, reporting and alarm-raising duties are assumed by the emergency management unit (Notfallleitstelle, NFLS) 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.

6.3.3.2 Return to Normal Operation 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. The Applicant or the involved RU must tolerate these measures and effects:

Railway Infrastructure

The DB Netz AG can in particular as part of the use of train paths 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.

Service Facilities

a)

If disturbances occur in the context of usage of capacities in service facilities that make it impossible to use an object of use, DB Netz AG shall make provision for the Applicant to use an equivalent object of use in accordance with the local or operational possibilities within the scope of what is reasonable for the Applicant.

b) Billing for Alternative Track

If the Applicant or the involved RU is not responsible for the disturbance, DB Netz AG only charges for the usage object whose usage had been agreed by contract. On the other hand, the Applicant or the involved RU only pays the charge owing for the actually used usage object if this is lower than the charge for the original contractual usage object.

If the Applicant or the involved RU is answerable for the disruption, it pays the charge for the use of the contractually agreed usage object plus the charge for the use of the actually used usage object. Lit e.) of this Section remains unaffected.

c) Emergency Measures

In case of imminent danger, DB Netz AG shall arrange for all necessary measures to re-store or uphold safe operation (hereinafter: emergency measures). The Applicant or the involved RU shall tolerate the emergency measures and their consequences.

d) Use of other Usage Objects

In the case of operational disruptions as defined in Section 6.3.3 that render usage of a usage object impossible and for which DB Netz AG’s operations management is ac-countable, DB Netz AG shall offer the Applicant usage of an equivalent usage object in accordance with the local or operational means available within the bounds of what is reasonable for the Applicant.

e) Secondary Use in the Event of Disturbances to Operating Procedures

Where a usage object is already being used by other Applicants, in the event of operational disruptions DB Netz AG shall be entitled to use that usage object used by the Applicant for temporarily stabling or handling trains or parts of trains after consulting the Applicant until normal service is resumed, as long as the Applicant already using the usage object in question is not hampered in the completion of its services as a result.

f) Costs of the Emergency Measures

The Applicant or the involved RU answerable for the operational disruptions shall refund DB Netz AG with the costs of the emergency measures and shall indemnify DB Netz AG in the event of

possible third-party compensation claims, including claims from other injured Applicants or injured involved RUs.

6.3.3.3 Clearing Used Railway Infrastructure or Service Facilities

6.3.3.3.1.

The Applicant or the involved RU shall ensure that the railway infrastructure or tracks in service facilities of DB Netz AG are 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.

In the absence of any special circumstances, in particular operational or infrastructural circumstances, DB Netz AG shall announce that clearance is necessary 30 minutes after notification of the incident in question.

Section 5.4.1 shall remain unaffected.

6.3.3.3.2.

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.

6.3.3.3.3.

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.

6.3.3.3.4.

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.

6.3.3.4 Deviations from the Agreed Timetable

6.3.3.4.1. 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.

6.3.3.4.2. 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. This has to be ordered via online application: https://20hzug.dbnetze.com/.

For the application for the new train paths, the following shall apply with regard to the deadlines for the application for train paths in ad hoc services.

In the case of train paths for exceptional transports for which according to Sections 3.4.2.1 and 4.7.1 an "operational programme study for aT und test runs" pursuant to Section 5.4.9 is to be carried out, a new "operational programme study for aT and test runs" may have to be commissioned before the train path is re-applied for. This is the case if the new transport day is not in the existing study or the transport plan specified in the study result can no longer be adhered to.
If, in this case, the Applicant does not submit an operational programme study that is suitable for the new transport day, the train path application is treated as implausible within the meaning of Section 4.2.2.2.

6.3.4 Operational Priority of Train Paths for Energy Carriers as defined in EnSiTrV Annex

Priority train paths in the EnKo network for energy carriers within the meaning of the EnSiTrV in accordance with Section 2.6.1.5 and 4.2.2.6.3 are generally subordinate to urgent breakdown trains, but have priority over all other trains, including SPFV trains with the suffix Express in accordance with the regulations for operational traffic management in the event of disruptions (cf. Section 6.3.3.1.1).

6.4 Tools for Train Information and Monitoring

6.4.1 Information Systems for Train Paths

Leidis

For the terms of usage of the Leidis products see Section 5.5.4.

TIS

TIS is a web-based application that supports international train management by delivering real-time train data concerning international trains. The relevant data are obtained directly from DB Netz systems and all the information from the different IMs is combined into one train run from departure or origin to final destination. In this manner, a train can be monitored from start to end across borders.

Applicants and service facility operators may also be granted access to the TIS by signing the TIS User Agreement with RNE. By signing this agreement, the TIS User agrees to RNE sharing train information with cooperating TIS Users. The TIS User shall have access to the data relating to its own trains and to the trains of other TIS Users if they cooperate in the same train run (i.e. data sharing by default).
Access to TIS is free of charge. A user account can be requested via the RNE TIS Support:

support.tis@rne.eu

More information can be found on http://tis.rne.eu

6.4.2 Information and Communication System for Disturbances in Service Facilities (IKAs)

For Applicants and involved RUs, DB Netz AG offers the possibility to report deficiencies of the service facilities they are using by providing the IT-tool IKAs (Informations- und Kommunikationssystem für Anlagenstörungen). DB Netz AG confirms the receipt of the message and checks if a definciency which needs to be eliminated exists and if it can be remedied within reasonable time. In this case DB Netz AG informs the Applicant as far as possible about the expected date for elimination of the deficiency or the date when the deficiency was remedied.
Further information for using IKAs is available on the internet:

www.dbnezte.com/ikas

The Terms of Use for the NeCo (the IT platform on which IKAS is based) are part of this NBN as Annex 3.4.3.1.

6.4.3 “Betrieb Live” (Operation Live) Communication Platform for Operational Communication in the Event of Disturbance

With “Betrieb Live”, DB Netz AG offers a web-based communication platform that enables all parties involved in railway operations to communicate more quickly about operational restrictions that have occurred on DB Netz AG's infrastructure in the event of a disturbance.

“Betrieb Live” provides a quick and immediate overview of operations in the event of disturbances on DB Netz AG's infrastructure. It supports participants in operational disposition decisions and makes it easier for RUs to inform their customers.

DB Netz AG's operations control centres use the “Betrieb Live” communication procedure to communicate information as part of disturbance dispatching.

No safety-relevant instructions or actions may be communicated with “Betrieb Live”. Bilateral agreements between railway undertakings and DB Netz AG, e.g. with regard to deviations from a planned train characteristic, are also not permitted in “Betrieb Live”.

The Terms of Use for “Betrieb Live” are available on the Internet. Essential principles for operation of the procedure are described in the “Betrieb Live” user manual. The user manual is embedded in the procedure and is updated as required. Access to “Betrieb Live” is free of charge. A user account can be requested via your responsible sales partner.

https://betrieblive.reisenden.info/aktuell

7 SERVICE FACILITIES

7.1 Introduction

This Section stipulates specific rights and duties between the Applicant or the involved RU and DB Netz AG in terms of

- use of capacities in the service facilities
- and, where offered, the provision of services related directly to the respective service facilities.

7.2 Service Facility Overview

Service facilities are operated by DB Netz AG as well as by third parties.

- The service facilities of DB Netz AG are described in Section 7.3 and Subsections.
- The use of maintenance facilities of DB Netz AG is governed by the CMF, which are not part of the NBN. These are published on the internet at:

  www.dbnetze.com/bfw
- Service facilities of other operators can be accessed via the following VDV link:

  www.vdv.de

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.

In addition, the Rail Facility Portal (RFP) has been developed at European level as a common web portal to provide a platform for service facility operators to publish information about their facilities/services in compliance with the relevant EU regulations and to promote their facilities and services.

More information can be found at http://railfacilitiesportal.eu.

7.3 Service Facilities Managed by DB Netz AG

7.3.1 Common Provisions

7.3.1.1 General Information

DB Netz AG operates and provides services in service facilities pursuant to Article 2 (9) AEG. There is no differentiation regarding operational functions such as marshalling yards or train formation facilities, but regarding functionalities and product categories pursuant to Section 7.3.1.2.1.

The service facilities of DB Netz AG can be found under the following link:

www.dbnetze.com/serviceeinrichtungen

7.3.1.1.1. Definition of Terms

7.3.1.1.1.1. Capacity

Capacity covers the infrastructure operated by DB Netz AG pursuant to Section 7.1 in a specific service facility.

7.3.1.1.1.2. Functionality

Each capacity that is not a peripheral facility has a functionality assigned to it.

The functionality describes the purpose of use primarily intended for the usage object by DB Netz AG and is one of the criteria that are relevant in the allocation of capacity. A distinction is made between "train formation", "stabling and preparing", "loading and unloading", "disposition" and "supply" functionalities.

7.3.1.1.1.3. Product Category

Each capacity with a functionality is has product category assigned to it. The "facility coordinator" and "supply" functionalities are excluded from this. The product category results from its technical equipment combined with its functionality. Therefore, tracks with "stabling and preparing" functionality, for example, with their large effective length and high-performance points connections, are assigned to a high product category. Tracks with a short length and simple or single-sided points connections are assigned to a lower product category. The product category has a considerable influence on the usage charges.

7.3.1.1.1.4. Usage Objects

a) The contractual usage of service facilities belonging to DB Netz AG pursuant to Article 2 (9) AEG takes place via usage objects. A usage object generally consists of a track, the points belonging to it and the overhead contact line, if any. Peripheral facilities are independent usage objects that nevertheless may be used only together with a locally associated track (usage object or a train path track agreed with DB Netz AG).

b) Purpose of use
The use of usage objects is only permitted for the contractually agreed purpose of use in the operational scope.

c) Clearing usage objects
The Applicant or the involved RU is required to clear the usage objects it uses within the prescribed time limit. For the clearance of used service facilities, the regulations of Section 6.3.3.3 apply.

The Applicant or the involved RU shall indemnify DB Netz AG from any resulting third-party compensation claims for exceeding the usage time. Further damages claims remain unaffected. The usage charge according to the respective valid List of Charges for service facilities of DB Netz AG shall be paid for as long as the usage time is exceeded.

7.3.1.2 Services

7.3.1.2.1. Differentiation of Functionalities and Product Categories

The service facilities or usage objects are differentiated between according to different functionalities and, within these, according to different product categories.

The product categories pursuant to Section 7.3.1.2.1.2 are relevant for the scope of service and the determination of the infrastructure usage charges.

The functionality and product category of each capacity and capacity tracks are published pursuant to Section 7.3.1.1.

Tracks that are subject to dispositive capacity steering are marked in the list of service facilities with the addition "capacity tracks" (cf. Section 7.3.1.2.3.1). Capacity tracks are not a separate functionality or product category within the meaning of NBN Sections 7.3.1.1. to 7.3.1.2. Further capacity tracks may be designated within the coordination process in relation to the respective service facility in which certain tracks are already designated as capacity tracks. Insofar as changes should arise in the context of the coordination procedure pursuant to Section 7.3.1.6.3.1.1 with regard to the addition of "capacity tracks" the Applicants will be informed of this in an appropriate manner and the list of service facilities will be updated.
Changes to the functionality or product category and allocation of capacities for DB Netz AG's own need are generally only made effective on 1 June of each year, taking sufficient consideration

of the concerns of the Applicant or the involved RU. Changes to the functionality and product category during the year are made in accordance with Section 7.3.1.5.4.

7.3.1.2.1.1. Subdivision of Functionalities

The functionalities describe the infrastructure purpose (train forming and splitting, stabling and preparing, loading and unloading) of a service facility. The functionality in each case is published pursuant to Section 7.3.1.1. Usage of a different type to that described by the functionality is possible as long as the facility is suitably equipped.

In particular, capacities in the disposition and facility coordinator track functions are available for the Applicant's various purposes of use.

Information on the existence of traffic and shunting routes and on the lighting of tracks in service facilities in the graphic sketches in the APN registration system is not part of the respective functionality, but serves to inform the Applicant. It does not release the Applicant from its obligations under Section 7.3.1.2.6. The information published in the sketches describes the condition of the facilities that they had in a survey conducted by December 2020. DB Netz endeavours to keep this description up-to-date. There is no claim to the published condition.

The graphic sketches of operating locations published in the APN registration system are merely a schematic presentation of these installations/service facilities. They are not true to scale and do not contain any geodata on individual usage objects.

A distinction is made between the following functionalities:

a) The **train forming** and **splitting** functionality is characterised by the formation and splitting up of trains with wagon staging and the necessary activities at the end of train forming, including in particular wagon handling.

b) The **stabling** and **preparing** functionality is characterised by the stabling of trains, wagons and traction units together with the related necessary activities, particularly wagon handling before or after train or shunting movements.

c) The **loading** and **unloading** functionality is characterised by the handling of goods in transhipment from road to rail or from rail to rail and vice versa.

d) The disposition functionality applies for capacities for which only short-term use is intended. Usage in each case is limited to either two or a maximum of eight hours, depending on the service facility in which the tracks are located. See also Section 7.3.1.6.1.5.

e) The **supply** functionality has assigned to it all capacities that are not assigned to the train forming/splitting, stabling/preparing, loading/unloading or disposition functionalities. They provide for the connection to the infrastructure of DB Netz AG or third-party infrastructure. The connection parts are not part of the service facilities of DB Netz AG. No charges in the sense of Section 7.3.1.4.1 are levied for the capacities assigned to the functionality of supply when used for the supply purpose of use. If a usage object that is assigned to the supply functionality is used for another purpose of use, a charge shall be levied pursuant to Section 7.3.1.4. See also Section 7.3.1.6.1.7.

No capacities and no functionality are assigned to track connections. Track connections are all tracks and points that exclusively serve the accessibility of tracks within DB Netz's own service facility. They can be used without separate registration and are not priced separately.

7.3.1.2.1.2. Subdivision of Product Categories

Within the functionalities pursuant to Section 7.3.1.2.1.1 a) to d), the capacities are additionally assigned to product categories I, II and III.

Criteria relevant for assignment to a product category are technical equipment and the available effective length of the capacity, where appropriate.

Within the functionalities listed below the product categories are subdivided as follows:

a) Train forming and splitting functionality

a. The "**Train Formation I**" product category comprises all assets with the train forming and splitting functionality that are equipped with fully automatic hump operation technology. Fully automatic hump operation technology is characterised by fully automatic speed control with hump brakes/retarders and secondary retarders, and also in some cases wagon hauling equipment and/or gravity compensation retarders with retractable/removable track stops as integrated technical components. The product category's scope of service comprises the track, the existing points connection, the existing overhead contact line if any and the shunting hump. The existing fully automatic hump operation technology is part of the capacity.

b. The "**Train Formation II**" product category comprises all assets with the train forming and splitting functionality that are equipped with semi-automatic hump operation technology. Semi-automatic hump operation technology is characterised by semi-automatic speed control with hump brakes and/or retarders and in some cases secondary retarders as integrated technical components. The capacity's scope of service comprises the track, the existing points connection, the existing overhead contact line if any and the shunting hump. The existing semi-automatic hump operation technology is part of the capacity.

c. The "**Train Formation III**" product category comprises all assets with the train forming and splitting functionality that are equipped with no or only the simplest technology. Trains are formed by the wagons/wagon groups being driven and pushed. The pushing down of the wagons/wagon groups is carried out manually by staff or a locomotive of the Applicant or the involved RU. The capacity's scope of service comprises the track, the existing points connection, the existing overhead contact line if any and the shunting hump. In addition, all rails connected to a common points installation with at least three tracks that have an effective length of at least 400 m are assigned to this product category. In individual cases, further capacities may also be assigned to the Train formation III product category.

All of the capacities contained in the train formation facility that are required for the operation of the train formation facility are assigned to the appropriate product category. This includes in particular arrival tracks/groups, hump tracks, marshalling tracks/groups and departure tracks/groups. Peripheral facilities in the sense of Section 7.3.1.2.4 are marketed separately.

b) Stabling and preparing and disposition functionalities

a. The "**Stabling I**" product category comprises all assets with the stabling and preparing and disposition functionalities that fulfil the following parameters in the points technology and in the effective length of the tracks:

- double-sided tracks over an effective length of 215 m with points connection in
  - remote-controlled technology (operated by DB Netz AG staff)
  - combined remote-controlled and site-controlled electric points (local electric point technology, operated by RU's staff)
  - combined remote-controlled and manual (operated by RU's staff) technology.

b. The "**Stabling II**" product category comprises all assets with the stabling and preparing and disposition functionalities that fulfil the following parameters in the points technology and in the effective length of the tracks:

- single-sided tracks with points connection in
  - local electric point technology
  - remote-controlled technology
- double-sided tracks with points connection in
  - local electric point technology

- remote-controlled technology up to an effective length of max. 215 m
- combined local electric point and manual technology
- combined local electric point and remote-controlled technology up to an effective length of max. 215 m
- combined remote-controlled and manual technology up to an effective length of max. 215 m

c. The "**Stabling III**" product category comprises all single/double-sided track as-sets with the stabling and preparing and disposition functionalities in which the points connection takes place in manual technology (manual individual operation of the points by the RU's staff).

The scope in all product categories with the stabling and preparing and disposition functionalities comprises in each case the track, the points belonging to it and the overhead contact line if any. Peripheral facilities in the sense of Section 7.3.1.2.4 are marketed separately.

c) Loading and unloading functionality

a. The "**Loading I**" product category comprises all assets with the loading and unloading functionality that have a loading edge of over 215 m. These essentially serve to handle block trains.

b. The "**Loading II**" product category comprises all assets with the loading and unloading functionality that have a loading edge of between 90 m and 215 m. These essentially serve to handle wagon groups.

c. The "**Loading III**" product category comprises all assets with the loading and unloading functionality that have a loading edge of up to 90 m. These essentially serve to handle wagons in single-wagon transport.

The scope in all product categories with the loading and unloading functionality comprises the loading area, loading ramps if any, supply areas, and the assigned tracks, the points belonging to them and the overhead contact lines if any. If an Applicant uses a third party for pre-storage and/or loading, the Applicant shall be liable in relation to DB Netz AG for any fault on the part of the third party to the same extent as for its own fault. Peripheral facilities in the sense of Section 7.3.1.2.4 are marketed separately.

The Applicant and the involved RU are to clean up any dirt it may have left in the usage objects leased, and remove any residues that have been deposited. The nature of the goods loaded is irrelevant. The Applicant and the involved RU must document any contamination or backlogs accumulated by the previous user at the start of use and notify the regional marketing of service facilities of DB Netz AG. If the Applicant and the involved RU do not document any contamination or backlogs accumulated by the previous user at the usage objects at the start of usage, it shall acknowledge that it has found the leased usage objects (loading point) cleaned. The Applicant is to leave the usage objects used by him cleaned at the end of the respective usage, document the cleaned condition of the usage objects and notify this to the regional marketing of service facilities of DB Netz AG.

If contamination has occurred on the usage objects (loading points) in the respective current time-table year, so that they can no longer be used without restriction, DB Netz AG reserves the right in ad hoc services to market these specific tracks of the loading and unloading functionality only on request via APN. In these cases, the Applicant will be explicitly reminded by DB Netz AG's regional marketing of service facilities of of its cleaning and documentation obligations.

Section 7.3.1.4.1.4 remains unaffected.

7.3.1.2.2. Operating the Switches

Switches that are remote-controlled are operated by DB Netz AG. Switches in areas under local control are operated by the Applicant or the involved RU.

7.3.1.2.3. Facility Coordinator

DB Netz AG uses facility coordinators at the service facilities

a) Aachen West with dispositive capacity steering

b) Duisburg-Ruhrort Hafen (port) in connection with Rheinhausen

c) Köln-Eifeltor with dispositive capacity steering

d) Köln-Kalk Nord

e) Oberhausen West in connection with Oberhausen-Osterfeld Süd.

f) Passau Main Station

The facility coordinator is responsible for organising in ad hoc traffic within 73 hours before usage begins the allocation of usage objects and the coordination of the use of capacities in these service facilities. His task consists in cooperating with the regional marketing of service facilities of of the Region with local responsibility and with the local control centres, in particular

a) coordinating short-term use (cf. Section 7.3.1.6.1.5) in these service facilities – with the exception of the facility coordinator tracks – where they are not in full use,

b) coordinating secondary use (cf. Section 7.3.1.6.3.3) in these service facilities – with the exception of the facility coordinator tracks – where they are fully deployed by other RUs,

c) allocating usage objects in the facility coordinator tracks where allocation in accordance with a) and b) above is not possible.

In this respect, the facility coordinator is the contact for the Applicant or the involved RU, the affected control centres of DB Netz AG and possibly adjoining RIUs. Instructions issued by the facility coordinator are to be followed.

7.3.1.2.3.1. Facility Coordinator (AnDi) with Scheduling Capacity Control

Tracks for which the addition "capacity tracks" is shown in the list of service facilities are subject to the dispositive capacity control. Dispositive capacity control allows the AnDi to permit secondary use in ad hoc traffic without consulting the main user of the track but taking into account the free capacity notifications reported by the main user for this track (free time slots). The provisions of Section 7.3.1.4.2.2 shall apply to the calculation of charges of these secondary use.

The primary users of the capacity tracks are obliged to describe the track usage (operating program = free time slots) of the allocated capacity tracks planned for the following timetable year by November 15 of a year at the latest. This also includes the operating programs of cooperation partners. DB Netz AG provides a document for this purpose. After the Applicant has sent the data to the regional sales department, the data (free time slots) are stored in the AnDi tool to enable the AnDi to schedule the service facility in the terms of dispatching capacitycontrol. This advance notification of free capacities has no influence on the contracted capacities of the primary user. The primary user is entitled to capacities to the extent specified in his contract. If the contracted capacity is occupied by a secondary use, the primary user shall be reimbursed in accordance with Section 7.3.1.4.2.2. Fundamental changes to the operating program must be reported to the regional marketing of service facilities without delay. The regional marketing of service facilities of will then store the adjusted time slots in the AnDi tool.

In the AnDi tool, the Applicants can view the respective occupancy of the tracks in Köln-Eifeltor (Cologne-Eifeltor) and Aachen West on a daily basis.

The application of capacities (Section 7.3.1.6.1.1.) and the allocation (Section 7.3.1.6.3.2.) of capacities in ad hoc traffic for the service facilities Köln-Eifeltor and Aachen West by the Applicants is carried out exclusively via the AnDi tool (cf. Section 7.3.1.6.1.8.).

The following sequence applies to the disposition (capacity control/steering) of ad hoc traffic uses by the facility dispatcher:

- Free APS tracks (for which there is no usage contract).
- Uses in tracks for the dispositive capacity control (capacity tracks), provided that the track is free and no occupancy is expected according to the capacity free message.
- Short-term use (cf. 7.3.1.6.3.3.) for secondary use (except capacity tracks) to be coordinated with main user.
- Allocate usage to the disposition tracks.
- Allocate usage to the AnDi tracks.

7.3.1.2.4. Peripheral Facilities of the Service Facilities

DB Netz AG offers peripheral facilities in certain service facilities. Each peripheral facility represents an individual usage object. These are specified in the list of service facilities published on the internet:

www.dbnetze.com/serviceeinrichtungen

The use of these peripheral facilities, which are always operated by staff of the Applicant or the involved RU, is regulated locally as required. Existing peripheral facilities alone can be allocated and used, and only in compliance with Section 7.3.1.1.1.4. Section 7.3.1.4.6 shall remain unaffected.

The peripheral facilities offered by DB Netz AG include:

7.3.1.2.4.1. Sandbox Systems

Sandbox systems are used to fill the brake sand boxes of vehicles. The special sand re-quired for this purpose is provided by the Applicant or the involved RU.

7.3.1.2.4.2. Turntables

Turntables are used for turning vehicles in the horizontal plane and possibly for producing a path between two or more tracks.

7.3.1.2.4.3. Compressed Air Pillars

In addition to the fixed brake testers (see Section 7.3.1.2.4.11), sampling points in the form of compressed air pillars with or without electricity connection can also be used to operate the mobile brake testers provided by the user on his own responsibility. The interface is defined by the connection coupling (HL or HBL coupling head) and the electricity supply unit (230 V electricity point) of the compressed air pillars. Each compressed-air pillar is assigned a compressed-air hose and a hose storage unit, e.g. hose rack, hose holder or hose reel.

Any fastening element required on the compressed air pillar for the mobile brake tester is part of the compressed air pillar of DB Netz AG.

Different types of compressed air pillars are available.

- Compressed air pillars without power supply are used to carry out brake tests on freight or passenger trains and to fill or pressurise them using mobile, manually operated units..
- Compressed air pillars with 230 V power supply are a special design and are used with mobile radio-controlled brake testers for the efficient operation of brake tests on freight

or passenger trains and their filling or pressure maintenance. The 230 V power supply is only used to supply power to the radio remote control of the mobile brake testers. .

The compressed air hoses necessary to supply the vehicles are provided by DB Netz AG, apart from the compressed air hoses for connecting mobile brake testers, which are not provided by DB Netz AG.

7.3.1.2.4.4. Boarding Ramps

Boarding ramps are used to overcome the difference in height between the vehicle and the surrounding ground level.

7.3.1.2.4.5. Power Feeder Pillars / Electrants

Electrants with a voltage of 230 V or 400 V are used for external power supply for the warming operation.
Two versions are currently in use:

- Electrants type 1 are older types, where the supply with electricity can take place immediately by inserting the plug.
- Electrants type 2 are newer types (Electrant smart ID), which are equipped with a customer identification by means of a customer card, which is provided by DB Energie exclusively for the purpose of drawing electricity. The current is only drawn after the connection cables have been plugged in and the customer card has been successfully used for identification.

The Applicant or the involved RU is responsible for providing the lead and safe use of the supply cable between the electrant and the rail vehicle. Energy consumption is billed within the ancillary and consumption costs directly by DB Energie GmbH (cf. Section 7.3.1.4.1.4). Furthermore reference is made to Section 7.3.1.1.4 lit. b), according to which the usage of objects of usage is only permitted for the contractually agreed purpose of usage to the extent customary in the business.

To register at DB Energie and to obtain the customer card for the purchase of electricity at type 2 electrants, use the following e-mail address:

elektranten.dbenergie@deutschebahn.com

7.3.1.2.4.6. Electric Preheating Units for Trains

Electric preheating units for trains are used as an external power supply to stabled vehicles without an operating traction unit. They ensure preheating of the trains and air-conditioning of passenger transport vehicles while also recharging the vehicle battery. They have a nominal current of 1,000 V. Heating outflow can be controlled either centrally or locally at control columns. Energy consumption is billed in the framework of the ancillary and consumption costs directly by DB Energie GmbH (cf. Section 7.3.1.4.1.4).

7.3.1.2.4.7. Weighbridges

Weighbridges are used to ascertain the gross weight of a vehicle. To this end, DB Netz AG provides static and dynamic weighbridges.

- At static weighbridges, vehicles are uncoupled prior to weighing and then weighed individually in stationary state.
- At dynamic weighbridges, all axles on a train are recorded separately by an electronic measuring device and added to the respective vehicle's weight.

7.3.1.2.4.8. Interior Cleaning Facilities

Interior cleaning facilities are used for cleaning passenger trains. As a rule, the facility consists of:

- working platform
- lighting
- compressed air supply
- power and water supply
- maintenance cabinet
- stationary waste water disposal system.

Energy consumption is billed in the framework of the ancillary and consumption costs directly by DB Energie GmbH (cf. Section 7.3.1.4.1.4).

7.3.1.2.4.9. Maintenance Cabinets

Maintenance cabinets are for the treatment of passenger transport vehicles. As a rule they are equipped with:

- cold and hot water supply and wastewater disposal systems
- electricity supplies for cleaning purposes.

Energy consumption is billed in the framework of the ancillary and consumption costs directly by DB Energie GmbH (cf. Section 7.3.1.4.1.4.

7.3.1.2.4.10. Oil Transfer Stations

Oil transfer stations in loading areas enable the filling and emptying of trucks and rail wagons with oil products. They are equipped with special environment-protection fittings.

7.3.1.2.4.11. Fixed Brake Tester

Fixed brake testers serve for the rational operation of brake tests on freight or passenger trains as well as their filling and pressure maintenance. A stationary brake tester can be assigned up to a maximum of four sampling points. The brake test can only be carried out at one sampling point at a time. The sampling point for stationary brake testers can be located separately next to the brake tester or integrated directly into the brake tester. Depending on the equipment, stationary brake testers can be operated manually or by radio remote control. For operation via radio, a mobile data acquisition device is required which must be provided by the Applicant or the involved RU. A compressed air hose and a hose storage device, e.g. hose rack, hose holder or hose reel, are assigned to each sampling point.

The compressed air hoses required to supply the vehicles are provided by DB Netz AG.

7.3.1.2.4.12. Stabling Traction Units on Special Traction Unit Storage Sidings

The stabling of traction units on special traction unit storage sidings permits the regular and permanent stabling of traction units during operating breaks lasting longer than three hours. Traction unit storage sidings are offered either with peripheral facilities (e.g. absorption matting, containment tub system) or without, based on the environmental regulations. DB Netz AG carries out a risk appraisal to see whether peripheral facilities are necessary.

7.3.1.2.4.13. Stationary Drinking Water Filling Systems

Stationary water filling systems are used to supply vehicles with drinking water. They are to be used only to fill the drinking-water storage tanks of the vehicles. The necessary hoses for supplying water to the vehicles are provided by DB Netz AG. The water supply is operated by DB Netz AG. Water consumption is billed in the framework of the ancillary and consumption costs (cf. Section 7.3.1.4.1.4).

7.3.1.2.4.14. Stationary Waste Water Disposal Systems

Stationary waste water disposal systems are used solely to dispose of effluent from passenger transport vehicles and can consist of several disposal points that are each billed separately.

7.3.1.2.4.15. Working Platforms

Working platforms allow personnel to access and exit railway vehicles safely and enable working on one level for the purposes of interior cleaning.

7.3.1.2.5. Signal Box Operating Hours

The following principles apply for the operation of signal boxes in the use of service facilities:

a) The operating hours of signal boxes that are required for arrivals and departures in the service facility are based on the standards of the working timetable in the sense of Section 4.2.1.3 and Section 2.5.5 and on the time surcharge required for arrivals and departures in the service facility stipulated there.

   To calculate the required surcharge, DB Netz AG samples the needs of the Applicants that have applied for or been granted use in service facilities for the working timetable.

   These different opening hours can be seen in the technical data in DB Netz AG's Register of Infrastructure (ISR). They will be announced on 15 November at

   www.dbnetze.com/isr.

   For applications in ad hoc traffic for the next timetable period, to start in December, the opening hours are determined as follows:

   An application made after 15 November is processed according to the opening hours published on 15 November. An application made before 15 November is processed according to the opening hours that were decided based on the current working timetable, which are continued if they differ from the opening hours published on 15 November in a manner that favours the Applicant.

b) The operating hours of signal boxes that are required for shunting movements within the service facility will be published on 15 November at

   www.dbnetze.com/isr

   To determine the operating hours of the signal boxes, which are published each year on 15 November, DB Netz AG samples the needs of the Applicants that have applied for or been granted use in service facilities for the working timetable.

   Changes to the opening hours made due to the regulation below are published at the latest on the 15th day of a month to become effective the following month.

   Applications for additional operation at these signal boxes are to be made as early as possible, at the latest four weeks before the start of the month in which the intended shunting activities will take place.

   DB Netz AG processes applications that are not made within the stipulated deadline and endeavours to ensure operation; no guarantee can be given for this, however.
   The Applicant or the involved RU shall inform DB Netz AG – where possible four weeks before the start of the month in which the service facility is to be used, or as early as possible – if there is no need for operation of the signal boxes in the service facility and why, for example due to public holidays.

   Service facilities can also be used outside signal box operating hours if there is no requirement for operational activities by DB Netz AG staff.

If the operating hours need to be lengthened because of a diversion caused by engineering work, no special charge is made for such lengthened times. The same also applies to any delay for which DB Netz AG is answerable.

If longer operating hours are necessary because of delay for which the Applicant or the involved RU is answerable, the provision of Section 7.3.1.4.3 shall apply. Further information is available from the contacts in the Regions of DB Netz AG. The corresponding details are available on the internet:

www.dbnetze.com/kontakte

7.3.1.2.6. Provision of Local Knowledge

DB Netz AG shall provide the requisite local knowledge prior to first usage of a service facility by the Applicant or the involved RU.

7.3.1.3 Service Facility Description

The service facilities of DB Netz AG can be found under the following link:

www.dbnetze.com/serviceeinrichtungen

A cartographic overview of the service facilities can be found in the APN:

www.dbnetze.com/apn

7.3.1.3.1. Limits

The service facilities of DB Netz AG within the meaning of the NBN are limited to the territory of the Federal Republic of Germany (cf. Section 1.3.2).

7.3.1.3.2. 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

7.3.1.4 Charges

7.3.1.4.1. Charge for the Contractually Agreed Use of Usage Objects

The Applicant or the involved RU shall pay charges for the contractually agreed use of usage objects pursuant to the NBN, the Basic Agreement on Infrastructure Use and the ENV-SE together with the respective valid List of Charges for service facilities of DB Netz AG. For each product category pursuant to Section 7.3.1.2.1.2 a separate charge is allocated in the List of Charges for service facilities. For usage objects that are peripheral facilities the charges apply as published for them.

No charges will be levied if use is made within the supply functionality in the sense of Section 7.3.1.2.1.1 e) sentence 4.

The List of Charges for service facilities of DB Netz AG is not part of the NBN. The respective valid List of Charges for service facilities of DB Netz AG valid for the corresponding working timetable period is made available on the internet:

www.dbnetze.com/aps

7.3.1.4.1.1. Principle of Calculating Charges

The charges for the use of usage objects will be billed per hour in relation to the period of uninterrupted, contractually agreed use. Each commenced hour will be charged as a full hour. In case of a contractually agreed interruption of the period of use, the following period of use will be treated as a new period of use.

If the charge for an uninterrupted period of use calculated accordingly does not exceed the minimum charge published in the relevant List of Charges for service facilities, the minimum charge shall be paid.

Charge (contractually agreed, uninterrupted period of use) = charge per usage object per hour x hours of use within uninterrupted period of use

In addition to the charge, ancillary and consumption costs and an incentive charge pursuant to Section 7.3.1.4.1.4 and 7.3.1.4.1.5 are billed.

7.3.1.4.1.2. Calculation of Charges in Case of Year-Round Uninterrupted Contractual Relations as well as in the Case of the Adoption or Allocation of a Viable Alternative

Where there are uninterrupted contractual relations for the entire working timetable period (24 hours per day from the start of the working timetable period until the end of the working timetable period), the charge shall be calculated on the basis of the charge per hour multiplied by the number of hours per day (24 hours) and the number of days in the working timetable period while taking into account a discount for uninterrupted use throughout the year in accordance with the relevant List of Charges for service facilities. This viable alternative must not be listed in Annex 7.3.1.6.1.5.

Charge (contractually agreed, year-round uninterrupted period of use) = charge per hour pursuant to Section 7.3.1.4.1.1 x 24 x number of days in working timetable period x (100% – % percentage discount on charges)

The charge discount is not granted for usage objects in service facilities listed in Annex 7.3.1.6.1.5.

This also applies to the calculation of charges for use by several users within the context of working timetable assignment pursuant to Section 7.3.1.4.2.1.

If, within the context of the coordination process pursuant to Section 7.3.1.6.3.1.1, an Applicant accepts a viable alternative operated by DB Netz AG in a service facility other than the one applied for, or if such an alternative is allocated to the Applicant within the context of the decision process pursuant to Section 7.3.1.6.3.1.2, the charge is calculated on the basis of the principle of calculating charges in Section 7.3.1.4.1.1, taking into account a charge discount in accordance with the List of Charges for Service Facilities.

Charge (contractually agreed, uninterrupted period of use) = charge pursuant to Section 7.3.1.4.1.1 * (100% – %- percentage discount on charges)

If this is an uninterrupted contractual year-round commitment, a combination of the two charge discounts is possible.

7.3.1.4.1.3. Peripheral Facilities

The charge components for using peripheral facilities pursuant to Section 7.3.1.2.4 (BT) are stated in the respective List of Charges for service facilities.

7.3.1.4.1.4. Ancillary and consumption Costs / Cleaning Costs

- Ancillary and consumption costs incurred during usage are charged for on a flat-rate basis as part of the use-based constituents or else on a causation or consumption-related basis. In the case of new installations, access and billing can also be carried out e.g. via transponder, electronic customer card or smartphone app. Section 7.3.1.4.1.2 and Section 7.3.1.4.2 shall not apply. Further information is contained in the List of Charges.
- If, in contravention of Section 7.3.1.2.1.2 c), loading areas and ramps are not cleaned or are not cleaned to a satisfactory standard, DB Netz AG is entitled to clean them or have them cleaned at the Applicant's expense.

7.3.1.4.1.5. Performance Scheme for Service Facilities

7.3.1.4.1.5.1 Principles

In Sections 7.3.1.4.1.5.1 to 7.3.1.4.5.3 "RU" stands for Applicant or the involved RU. If a service facility of DB Netz AG is not available for technical or operational reasons, the performance scheme comes into effect. Peripheral facilities here are treated as independent units to ensure that even partial disruptions of the overall facility are covered. The performance scheme distinguishes in terms of impact between cases of technical and operational non-availability. The precondition for the application of the performance scheme is a contractual agreement on the concrete use of the relevant facility between DB Netz AG and the RU. Generally, non-availability is assessed according to which party is accountable. The corresponding responsibility of a party is defined by Articles 276 and 278 of the German Civil Code. Here a distinction is made between:

- Responsibility on the part of DB Netz AG
- Responsibility on the part of the RU
- Responsibility on the part of neither party.

The performance scheme shall not have any monetary consequences if the cause of nonavailability cannot be unequivocally attributed to the responsibility of DB Netz AG or an RU.

7.3.1.4.1.5.2 Performance Scheme for Technical Non-Availability

Technical non-availability applies if service facilities are not available because of technical disruptions. The RU shall notify DB Netz AG of corresponding non-availability. If DB Netz AG manages to restore availability within a defined standard troubleshooting time, the performance scheme shall not take effect. The standard troubleshooting time is deemed to be a period of 20 hours from the point in time of notifying DB Netz AG. This shall not affect claims pursuant to Section 3.3.4.7. If availability of the service facility is not restored at the end of the standard troubleshooting time, the following provisions take effect depending on responsibility:

- Responsibility on the part of DB Netz AG: the RU receives an incentive charge pursuant to the List of Charges for service facilities of DB Netz AG for every day, beginning with the day on which the disruption was notified and not remedied during the standard troubleshooting time. If DB Netz AG is capable of offering alternative usage in the same operations location, the claim to the incentive charge becomes null and void. Payment of the incentive charge is limited to 30 days. The incentive charge is incurred for the last time on the day on which the disruption was rectified.
- Responsibility on the part of the RU: DB Netz AG receives an incentive charge pursuant to the List of Charges for service facilities for every day, beginning with the day on which the disruption was notified and not remedied during the standard troubleshooting time. Payment of the incentive charge is limited to 30 days. The incentive charge is incurred for the last time on the day on which the disruption was rectified.
- Responsibility on the part of neither party: no incentive charges.

7.3.1.4.1.5.3 Performance Scheme for Operational Non-Availability

Operational non-availability applies when service facilities are not available because of operational restrictions. The RU shall notify DB Netz AG of corresponding non-availability. If DB Netz AG manages to restore availability within a defined period, the performance scheme shall not take effect. The period for restoring operational availability is deemed to be a period of 2 hours from the point in time of notifying DB Netz AG. This shall not affect claims pursuant to Section 3.3.4.7. If availability of the service facility is not restored after two hours, the following provisions take effect depending on responsibility:

- Responsibility on the part of DB Netz AG: the RU receives an incentive charge pursuant to the List of Charges for service facilities of DB Netz AG for the disruption caused by operational non-availability. If DB Netz AG is capable of offering alternative usage in the same operations location, the claim to the incentive charge becomes null and void.

- Responsibility on the part of the RU: DB Netz AG receives an incentive charge pursuant to the List of Charges for service facilities for the disruption caused by operational non-availability.
- Responsibility on the part of neither party: no incentive charges.

7.3.1.4.2. Calculation of Charges for Several Users

7.3.1.4.2.1. Calculation of Charges for Use by Several Users within the Context of Working Timetable Assignment

a) Calculation of Charges for Uninterrupted Use by Several Applicants

If an uninterrupted contractual agreement is made for a usage object within the context of the working timetable assignment for the entire working timetable period jointly (i.e. consecutively) by several Applicants or involved RUs in the sense of Section 7.3.1.4.1.2, then the respective charges of the Applicants or involved RUs shall be calculated on the basis of the charge calculated pursuant to Section 7.3.1.4.1.2 for the entire working timetable period. The charge will then be divided in accordance with the percentage time shares in periods of use of the usage object.

The calculation will be made according to the following equation:

Charge (multiple use by relevant Applicant) = charge per usage object per hour x proportional hours of use of relevant Applicant within working timetable period x (100% – % percentage discount on charges)

The discount on charges shall not apply if a joint uninterrupted contractual commitment for a usage object for the entire working timetable period within the meaning of Section 7.3.1.4.1.2 does not come about because at least one Applicant or involved RU does not accept the ENV-SE offered to it by DB Netz AG (cf. Section 7.3.1.6.4). In this case, the remaining Applicants or involved RUs are given the opportunity to adjust their usage shares so that an uninterrupted contractual commitment is established for the usage object for the entire working timetable period.

b) Calculation of charges for simultaneous use by Several Applicants

In case of simultaneous use by several Applicants or involved RUs, the charge for the entire working timetable period will be divided in accordance with the individual percentage track lengths.

The calculation will then be made based on the following equation:

Charge (multiple use by relevant Applicant) = (charge per usage object per hour x 24 hours x number of days in working timetable period) x (100% – % percentage discount on charges) x % track length share of relevant Applicant in effective length of track

In case of an assignment to several Applicants or involved RUs without a joint uninterrupted contractual agreement for the entire working timetable period in the sense of Section 7.3.1.4.1.2, the relevant charges shall be calculated in accordance with Section 7.3.1.4.1.1, i.e. without the discount on charges. The discount on charges shall also not apply if at least one Applicant or involved RU does not accept the ENV-SE offered to it by DB Netz AG (cf. Section 7.3.1.6.4). In this case, the remaining Applicants or involved RUs are given the opportunity to adjust their usage shares so that an uninterrupted contractual commitment for the usage object is established for the entire working timetable period.

Section 7.3.1.4.1.2 applies accordingly.

7.3.1.4.2.2. Calculation of Charges for Secondary Use

In cases of secondary use pursuant to Section 7.3.1.6.3.3 of a usage object, the respective charge payable by the secondary user is calculated according to Section 7.3.1.4.1.1.

The primary user shall receive a reimbursement for the period of secondary use, in the amount of the charge paid by it to DB Netz AG for that period. If the primary user has been allocated a usage object within the framework of a highest bidder procedure pursuant to Section 7.3.1.6.3.1.2 lit. d), in the event of secondary use, only the pro rata standard charge pursuant to Section 7.3.1.4.1.1. shall be refunded to the primary user. The minimum charge shall not be taken into account in that context.

Reimbursement shall be made on the basis of the following equation:

Reimbursement (primary user) = Charge for usage object per hour (primary user) * hours of use of the secondary use period provided

7.3.1.4.3. Operating Hours of Signal Boxes

The operation of service facilities outside the operating hours is charged according to the workload incurred for DB Netz AG by these arrival/departure activities, consisting of an amount per employee and every half hour and part therefore according to the List of Charges for service facilities. At least three man-hours are charged for each shift and part thereof. This refers to those cases where unscheduled signal box staffing cannot be cov-ered by extending a shift that is already in progress within the framework permitted by the labour-law provisions. Such time allowances are taken into consideration in calculating the charge. If several Applicants or involved RUs use a service facility outside the regular sig-nal box operating hours, the additional charges for staffing the operating locations shall be shared out evenly among the Applicants or RUs involved.

7.3.1.4.4. Additional Provision of Local Knowledge

For the provision of local knowledge going over and above the case of Section 7.3.1.2.6, a charge shall be levied pursuant to the respective valid List of Charges for service facilities of DB Netz AG.

7.3.1.4.5. Service Facilities with Facility Coordinator Activity

Usage of service facilities where facility coordinators are deployed pursuant to Section 7.3.1.2.3 is subject to a usage charge which is calculated according to the respective man-hours together with a coordination workload share.

The usage charge for service facilities with facility coordinator activity is based on the peri-od of use.

The concrete charges are published in the respective valid List of Charges for service facilities of DB Netz AG.

7.3.1.4.6. Investment at the Applicant's Request

DB Netz AG can carry out new and extension investments in service facilities at the Applicant's request subject to the following requirements:

a) provided the measure is customized to the Applicant's individual requirements such as location, vehicle type, particular facilitation of work, and

b) provided the measure as such does not permit expectations of expansions in the volume of traffic leading to additional train path proceeds, and

c) provided DB Netz AG would not take the measure under entrepreneurial aspects (re-marketing opportunities also taking into account sales possibilities without new or extension investments in the relevant track(s), profitability of the measure taking into account the in-vestment capital deployed, own resources available and their refinancing), and

d) provided the profitability of the measure is only realisable for DB Netz AG with:

   a. an investment or operating expenses grant and/or

b. increased charges for use vis-à-vis the standard charges and/or

c. a long-term individual agreement on use (ENV).

Any charges for usage that differ from the standard charge are calculated over the duration of the contract on the basis of production costs and on-going costs for maintaining capacity.

The relevant charges and the end of the contractual term are shown separately in the relevant List of Charges for service facilities of DB Netz AG in force at any time.

The decision on measures is taken solely by DB Netz AG. Prior to taking a decision on the implementation of a measure DB Netz AG shall notify the Applicant on the internet at:

www.dbnetze.com/infra-auf-kundenwunsch

while safeguarding trade and business secrets of the Applicant at whose request the measure is to be implemented, about the intention to implement the relevant new or extension investment. Other Applicants with a parallel interest in implementation of the same or a similar measure in the relevant service facility may notify DB Netz AG accordingly within four weeks. In that case DB Netz AG shall work towards a solution by negotiating with the Applicant. Section 7.3.1.6.3.1 applies accordingly.
Section 7.3.1.4.1.2 shall not apply.

7.3.1.4.7. Unannounced and Unauthorised Use of Service Facilities

If a service facility is used without prior application, the usage charge pursuant to Sections 7.3.1.4.1 to 7.3.1.4.6 above will be calculated and levied twice. This shall not apply if punctual subsequent notification is given for the usage as required in Section 7.3.1.6.1.5 e). Further claims for compensation can be made separately by DB Netz AG. Also classed as unauthorised use is the usage object of the “supply” functionality being used in a manner contrary to the purpose of use applied for. The minimum charge for unauthorised use published in the relevant List of Charges for service facilities of DB Netz AG will also be levied for this.

7.3.1.4.8. Construction Works on Tracks

If the Applicant or involved RU is prevented from the contractually agreed use of its usage object because

1. DB Netz AG was or is unable to provide a track for the route leading to this service facility,
2. this is due to the fact that it is carrying out construction works on this route and
3. the service facility is not accessible by other routes of DB Netz or another infrastructure company,

then the Applicant shall, upon application, be exempted from paying the access charge for the period in which it is prevented from use.

The application shall be sent in writing to the contacts in the Regions. Details about the contacts in the Region of DB Netz AG are available on the internet:

www.dbnetze.com/kontakte

Section 1 shall similarly apply to cases in which the Applicant is prevented, for the same reasons, from leaving the service facility.

7.3.1.4.9. Payment of the Infrastructure Usage Charges

a) The charges to be paid by the Applicant or involved RU pursuant to the provisions of the ENV-SE shall be paid in Euros; value added tax at the currently valid rate shall be added to the charges.

b) Payments are to be transferred to an account specified by DB Netz AG at the costs of the Applicant or the involved RU. The reason for payment shall state not only the corresponding

invoice number but, where available, the accounts receivable number notified to the Applicant or involved RU on concluding the ENV-SE.

c) Accounts payable to DB Netz AG become due for payment within 14 calendar days after receipt of the invoice. Payments are deemed to be made on time depending on receipt of payments on the account stated in b).

d) Any objections from the Applicant or involved RU to the charges featured in the invoice are to be lodged in writing within four weeks of receiving the invoice from DB Netz AG. The date of receipt of the objection by DB Netz AG shall be definitive. Failure to lodge objections within the specified time shall be deemed to constitute endorsement. DB Netz AG shall draw attention to the consequences of failing to submit notice within the specified time on its invoices.

7.3.1.4.10. Securities

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 7.3.1.4.10 a), 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 capacities in service facilities allocated in the then current month and requested for the next following month. In addition, security in the amount of the charge at the time of registration shall be provided for each capacity in service facilities in ad hoc traffic registered after receipt of the request pursuant to sentence 1 above. 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 3.3.2 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 7.3.1.4.10 a) (1)-(5).

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 7.3.1.4.10 a) or 7.3.1.4.10 b) are no longer applicable.

g) If the Applicant, after providing security, is in default (Article 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 7.3.1.4.10 b)) and assert its claims for the provision of further security in accordance with Section 7.3.1.4.10 a). Otherwise DB Netz AG may demand advance payment pursuant to Section 7.3.1.4.10 d).

7.3.1.4.11. Default Interest and Collection Costs

In the event of a payment default, the Applicant or involved RU must pay default interest of 9 percentage points above the base rate determined by the European Central Bank pursuant to Article 247 (1) BGB. In addition, a lump sum of Euro 40.00 is charged together with the first written payment reminder pursuant to Section 288 (5) BGB.

7.3.1.4.12. Powers of Set-Off and Withholding Rights

The Applicant or the involved RU shall not be permitted to offset debts due with counterclaims unless these are already conclusively established, undisputed or ready for decision in favour of the Applicant or the involved RU.
The Applicant or the involved RU can only claim withholding rights if and insofar as the counterclaim is based on the same contractual relationship.

7.3.1.5 Access Conditions

The provisions of Section 3 shall apply to access to capacity in service facilities, unless otherwise specified below.

7.3.1.5.1. GSM-R

7.3.1.5.1.1. General

As a basic principle, DB Netz AG uses the digital platform GSM-R for its operational and operations-related communication systems.

The GSM-R GTCT (General Terms and Conditions of Trade applicable to GSM-R Services) of DB Netz AG are provided on the internet:

www.dbnetze.com/gsm-r

7.3.1.5.1.2. GSM-R as Access Prerequisite for Service Facilities

The provisions of this Section cover telephone communication in shunting on the service facilities covered by the NBN between mobile shunting radio subscribers of the RU and the pointsmen of DB Netz AG (shunting radio).

More information about GSM-R is provided on the internet:

www.dbnetze.com/gsm-r

The areas operated with GSM-R and those intended for migration to GSM-R are provided on the internet:

www.dbnetze.com/rangierfunkmigration

The GSM-R GTCT of DB Netz AG are part of these NBN and enclosed as Annex 2.3.12.

7.3.1.5.1.2.1 Technical Prerequisites

The Technical Access Conditions (TNB) contain the provisions for the use of GSM-R for shunting communication.
National roaming permits the use of the same devices and SIM cards with roaming entry for the network of the German roaming partner; it is not necessary to replace the devices.

7.3.1.5.1.2.2 GSM-R as Access Prerequisite for Shunting Communication (Shunting Radio)

In GSM-R shunting areas pursuant to Section 7.3.1.5.1.1, GSM-R is the sole means of telephone communication during shunting with the control centres and therefore a location-related network access criterion. Communication amongst mobile subscribers of the Applicant or the involved RU lies in the responsibility/regulation scope of the Applicant or the involved RU. There is therefore no obligation to use GSM-R. Local exceptions and deviations may arise in telephone communication during the launch period or on account of local circumstances (e.g. keeping on analogue shunting radio, use of national roaming, binding use of open group calls in local control areas). These deviations are announced locally and communicated pursuant to Section 7.3.1.5.1.4.1.

7.3.1.5.1.3. Operational Principles

Guidelines 481.0205 and 481.0302 contain rules on the use of GSM-R digital radio for communication in shunting operations.

7.3.1.5.1.4. Migration Process and Customer Information

Migration to GSM-R takes place without parallel use of the previous analogue radio, i.e. when GSM-R shunting radio is commissioned, in principle analogue shunting radio at the affected control centres will be decommissioned at the same time and may no longer be used for communication with the pointsmen of DB Netz AG.

7.3.1.5.1.4.1 Migration Announcement Procedure

The migration announcements for changing the shunting areas over to GSM-R will be made in several stages using various means of communication:

- Advance announcement of the migrating shunting areas (control centres, GSM-R launch dates) together with decommissioning of the analogue shunting radio, giving 14 months' notice before the change in timetable.
- Binding announcement of commissioning GSM-R (control centres, operating procedure, special aspects e.g. National Roaming) and decommissioning the analogue shunting radio, giving four months' notice.

The announcements will be made in customer information letters, local operational documents and via the internet at:

www.dbnetze.com/rangierfunkmigration

7.3.1.5.1.4.2 Communication of Chances in Migration Planning

In the event of foreseeable deviations from the announced migration (control centres, deadlines, operating procedure, changes in the radio network), the changes will be announced immediately as soon as these become known to DB Netz AG. If it is not possible to make such announcements with four months' notice before the respective commissioning, con-sent will be obtained accordingly from the affected Applicant or the involved RU.
If it is not possible to obtain consent for the intended bringing forward of a commissioning date, the affected shunting area will not be commissioned on this date.

7.3.1.5.2. Environmental Permit

In principle, no special permits are needed for using the service facilities described in this NBN in the framework of the described functionalities. However, certain special permits may be necessary in particular pursuant to the fourth Bundesimmissionsschutz-Verordnung (Federal Immission Protection Ordinance) (for example for handling dangerous liquid waste) particularly for service facilities with the functionalities of stabling and preparation together with loading and unloading in

the sense of Section 7.3.1.2.1 b) and c). In addition, independent of formal requirements for permits, certain requirements exist for the way in which goods are handled (for example rest periods to be observed, reduction of particulate emissions, etc.). These vary according to the goods being handled.
The Applicant or the involved RU obtains the required permits from the competent authority at its own costs. In case DB Netz AG will be charged due to inspections of the authorities caused by activities of the Applicant or the involved RU, the Applicant or the involved RU commit to excempt DB Netz AG from these costs. DB Netz AG informs the Applicant or the involved RU on request about existing requirements and equipment available in individual cases at the respective service facility that may make it necessary to obtain such permits. Section 3.3.4.8 remains unaffected.

7.3.1.5.3. Dangerous Goods

Use of the service facilities in the context of carrying hazardous goods is regulated by the Transport of Hazardous Goods Act and the corresponding regulations such as the GGVSEB (including the RID). Unless responsibilities are explicitly assigned to the rail infrastructure company, the rail company alone shall be responsible for complying with the responsibilities under these regulations in connection with the stabling of trains/vehicles during the use of service facilities of DB Netz AG. Cases of doubt about stabling within the meaning of dangerous goods legislation shall be clarified without delay between the Applicant or the involved RU and DB Netz AG.

7.3.1.5.4. Maintenance; Performance of Engineering Work

7.3.1.5.4.1. Amendments

DB Netz AG shall only change the availability of service facilities in the agreed scope pursuant to the provisions of Section 7.3.1.5.4.2 in the event of measures that were not foreseeable on conclusion of the ENV-SE and without affecting the usage rights of the Applicant or the involved RU more than inevitable under the circumstances. Furthermore, changes to the scope of service are always only introduced once a year with the change of timetable and taking due consideration of the concerns of the affected Applicant or the involved RU.

7.3.1.5.4.2. Maintenance, Performance of Engineering Work

During the term of the ENV-SE, DB Netz AG is entitled to perform all necessary engineering work to safeguard, extend and renew the infrastructure in its service facilities and to perform maintenance work. The resulting restrictions in the scope of service shall be accepted by the Applicant or the involved RU if the measures were not foreseeable on conclusion of the ENV-SE, due consideration is given to the concerns of the Applicant or the involved RU in performing the work and without affecting the usage rights of the Applicant or the involved RU more than inevitable under the circumstances.
The BAPSI information system (Bauinformation APS-Anlagen und Infrastrukturanschlüsse) is used for communication on construction measures between the Applicant and DB Netz AG. The IT tool is available on the Internet at

www.dbnetze.com/bapsi

The IT tool is used for binding communication and presentation between the Applicant and DB Netz AG regarding current construction work in service facilities.
The associated user manual is available under the same link.
The terms of use for the NeCo (the IT platform on which BAPSI is based) are part of this NBN as Annex 3.4.3.1

7.3.1.5.4.3. Capacity Restrictions caused by Engineering Work

When compiling the working timetable, DB Netz AG is entitled to restrict the capacity of service facilities for major or lengthy engineering work with considerable impacts on rail traffic. The Applicant or the involved RU shall be informed about the measures involved.

7.3.1.6 Capacity Allocation

7.3.1.6.1. Application

Submitting an offer to conclude an ENV-SE by DB Netz AG as set forth in the statutory provisions and the NBN presumes the following, going over and beyond the provisions of Section 3.2.1.1 and 3.3.2.1:

7.3.1.6.1.1. Content

Applications of the Applicant for capacities in service facilities must be submitted to DB Netz AG via the Service Facility Portal Netz (APN). The terms of use for the APN can be found in Annex 7.3.1.6.1c, which is an integral part of this NBN.
Information on use of the APN is made available on the internet:

www.dbnetze.com/apn

In the event of a technical failure or transmission disruptions affecting the APN, capacity applications can be submitted by e-mail or fax or in writing to the contact person named in Section 1.6.1 using the respective application form (Annex 7.3.1.6 a) or Annex 7.3.1.6 b).

The application form including an instruction leaflet is available on the internet at:

www.dbnetze.com/formulare-se

7.3.1.6.1.2. Missing or Unsuitable Details

In the event of missing or unsuitable details, in the context of applications for capacities in service facilities, DB Netz AG shall request corresponding provision or correction from the contact persons or bodies named by the applying Applicant or the involved RU. The applying Applicant or the involved RU is obliged to supply the missing details within three working days of receiving such a request. If the details are not supplied within this period by the Applicant or the involved RU, the original application becomes null and void and renewed application will be necessary.

The above provisions apply accordingly also in the event of unsuitable details. Unsuitable details refers in particular to details which are contradictory or when contradictions exist.

If in addition to the requested missing details, further details are provided that deviate from the original application, this shall be deemed an amendment to the application pursuant to Section 7.3.1.6.1.3.

7.3.1.6.1.3. Amendments

Amendments to applications for capacities in service facilities are not permitted. In this case, renewed application will be necessary and the original application becomes null and void.

7.3.1.6.1.4. Responsibility

Applications and late applications in the sense of Section 7.3.1.6.1.5 e) for capacities in service facilities are to be addressed to the regional marketing of service facilities according to Section 1.6.1.

Details about the contacts in the Regions at DB Netz AG are provided on the internet.

www.dbnetze.com/kontakte

7.3.1.6.1.5. Timing of the Application

The Applicant can only apply for and be allocated capacities in service facilities in connection with the working timetable for the next five consecutive working timetable periods. However, capacities in the service facilities stated in **Annex 7.3.1.6.1.5** and of electric preheating units for trains in accordance with Section 7.3.1.2.4.6 can only be allocated for the duration of the following working timetable period as a maximum. Capacity allocated according to the highest bidder procedure pursuant to Section 7.3.1.6.3.1.2 d) can also only be allocated for the duration of the following

working timetable period as a maximum. The same applies to tracks that are defined as own need in accordance with Section 7.3.1.6.1.9 for the next but one working timetable period and possibly beyond.

The following deadlines apply:

a) Applications in the sense of Section 7.3.1.6.1.1 for the remaining 2023 working timetable are applications for ad hoc services.

b) Applications in the sense of Section 7.3.1.6.1.1 for the 2024 working timetable (hereinafter: working timetable services) must be submitted between 1 July 2023 and 15 August 2023. Applications for working timetable services submitted before 1 July 2023 will be refused with reference to the start of the application period for the working timetable. If the Applicant adjusts without delay a punctually submitted application for working timetable services later than 15 August due to a train path offer that has been modified since the provisional draft working timetable, this is not treated as having been received later than 15 August.

c) Applications for ad hoc services for timetable period 2023/2024 can be submitted by APN+, starting 25 October 2023, 12.00 pm.

d) Applications for ad hoc traffic have to be submitted at the latest 73 hours before usage begins. Applications for ad hoc traffic will only be given consideration in the framework of free capacities. If such applications are received by DB Netz AG less than 73 hours before usage begins, deployment can depend on capacity owing to time constraints and be handled ad hoc by the operating personnel of DB Netz AG. There is no entitlement to ad hoc capacity allocation in a specific service facility.

e) If applications for ad hoc traffic pursuant to Section 7.3.1.6.1.1 are not received by DB Netz AG or are received less than 73 hours before usage begins and deployment depends on capacity (cf. Section 7.3.1.6.2), the regional marketing of service facilities of DB Netz AG as per Section 1.6.1 must also be informed immediately of the start of usage by the Applicant or the involved RU, at the latest within three working days after usage begins. If the usage objects were assigned by facility coordinators according to Section 7.3.1.2.3 it is not necessary to inform the regional sales unit of DB Netz AG.

Diverging from the above, contracts for investments may be concluded at the request of the Applicant in the sense of Section 7.3.1.4.6 that extend beyond five working timetable periods. In that case Section 7.3.1.6.3.1 shall not apply for the period of the contractual relations. If nonetheless a conflicting application is made, the agreement on use concluded will take precedence in the sense of Section 7.3.1.6.3.1.2. Section 7.3.1.6.3.3 shall remain unaffected.

Application for the use of disposition tracks for working timetable traffic is ruled out pursuant to Section 7.3.1.2.1 d). Disposition tracks may not be requested by the same Applicant for uninterrupted usage within the same working timetable period. Section 7.3.1.6.1.7 applies to the supply functionality.

7.3.1.6.1.6. Application for 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). In this case, the Applicant must apply for a feasibility study aT pursuant to the NBN, making reference to the capacity to be applied for, and before submitting application pursuant to Section 7.3.1.6.1.1 above.

If the feasibility study aT pursuant to Section 3.4.3.1 requires the preparation of an "operational programme study for aT und test runs" pursuant to Section 5.4.9 for a transport, the registration of the capacity of service facilities for exceptional transports in the course of the preparation of the study shall be carried out by DB Netz AG on behalf and for the account of the commissioning Applicant.

If exceptional transports are to be parked on service facilities and if the operational conditions of the exceptional transport result in restrictions on the use of neighbouring tracks or service facilities (e.g. Lü "Dora"), the neighbouring service facilities affected by this must also be registered / rented.

7.3.1.6.1.7. Application for Capacity in a Service Facility with the Supply Functionality

Applications are to be submitted for capacities with the supply functionality (cf. Section 7.3.1.2.1.1 e)) in the sense of Section 7.3.1.6.1.1. Applications for these capacities for other purposes of use than the supply functionality are not possible under the working timetable. See Section 7.3.1.6.3.4 with regard to applications for ad hoc traffic.

7.3.1.6.1.8. Handling of Capacities in Service Facilities in which Facility Coordinators are Appointed

DB Netz AG appoints facility coordinators in the service facilities listed under Section 7.3.1.2.3. For the application for and allocation of capacities in service facilities with facility coordinators, the following rules apply:

- The application for capacities in these service facilities is possible under the working timetable and for ad hoc traffic in line with Section 7.3.1.6.1.5.
- In the allocation of usage objects in these service facilities under the working timetable, tracks marked with the "facility coordinator track" type in the list of service facilities are not taken into account.
- For those tracks marked with the "facility coordinator track" type in the list of service facilities, in ad hoc traffic no allocation is made up to 73 hours before usage begins.
- If allocation of usage objects under the working timetable pursuant to Section 7.3.1.6.3.1 or in ad hoc traffic pursuant to Section 7.3.1.6.3.2 and Section 7.3.1.6.3.3 is not possible, attention is drawn to the possibility of applying for capacities in the "facility coordinator tracks" in an ad hoc traffic context within 73 hours before usage begins.
- In ad hoc traffic up to 73 hours before usage begins the facility coordinator takes on the allocation of usage objects and the coordination of all usage for the entire service facility. The facility coordinator tracks in the service facility are also available for allocation. Allocation is made pursuant to Section 7.3.1.2.3. Contracts are concluded pursuant to Section 7.3.1.6.2.
- In Köln-Eifeltor, the facility coordinator in ad hoc traffic is responsible for assigning usage objects and coordinating usage for the entire service facility. The AnDi tracks in the service facility are also available for allocation. The allocation shall be made in accordance with Section 7.3.1.2.3. and Section 7.3.1.2.3.1. The contract shall be concluded in accordance with Section 7.3.1.6.2.
- The facility coordinator requests immeadiately missing or implausible information within the scope of the notification from the designated persons or authorities of the applying Applicant or involved RU.

The list of service facilities is available on the internet:

www.dbnetze.com/serviceeinrichtungen

Optional, Applicants or involved RUs may use the tool ‘AnDi’ for all service facilities with a facility coordinator. In Köln-Eifeltor, the use of the ‘AnDi’ Tool application is mandatory (cf. Section 7.3.1.2.3.1). Thetool is available on the internet:

www.dbnetze.com/andi

AnDi serves for better communication and display of information between the Applicant and the facility coordinator, e.g. concerning temporarily parked trains of the Applicant. In the event of a failure of the AnDi tool, the facility coordinator can be reached by e-mail. The e-mail addresses of the facility coordinators are listed in the user handbook.

The conditions for using NeCo are enclosed to this NBN as Annex 3.4.3.1.

The corresponding user handbook is available on the internet:

www.dbnetze.com/neco

7.3.1.6.1.9. Capacities Required for Own Need

DB Netz AG requires certain infrastructure capacities for its own needs. These needs include emergency planning (in particular provision of rescue trains), ensuring regular operations (in particular provision of maintenance vehicles, snow clearance vehicles, crane vehicles and rescue trains as well as auxiliary locomotives) and construction site logistics (in particular provision of construction vehicles, handling construction materials and construction waste).

The infrastructure capacities to be used by DB Netz AG for its own needs are marked separately in the list of service facilities of DB Netz AG (Section 1.5.3). A distinction is made between long-term requirements and miscellaneous requirements for DB Netz AG's use. Long-term requirements affect tracks that are necessary for emergency planning, for ensuring regular operations and for the construction logistics purposes defined in long-term contracts. Miscellaneous requirements affect tracks necessary for infrastructure measures that are expected to begin and/or end in the respective working timetable period.

Own Need requirements can be specified for a period of up to four further years in advance.

1. Capacities in service facilities that are marked as "Baulogistik lang" (construction logistics, long-term), "Sicherstellung Regelbetrieb" (securing regular operation) or "Notfallvorsorge" (emergency planning) in the list of service facilities are required for DB's own long-term needs and the Applicant cannot apply for them in the working timetable. These can be allocated in ad hoc services within the context of a secondary use pursuant to Section 7.3.1.6.3.3.
2. Capacities in service facilities that are marked as "Baulogistik kurz" (construction logistics, short-term) in the list of service facilities are required for DB's own miscellaneous needs and the Applicant cannot apply for them in the working timetable. However, these tracks are taken into consideration in order to arrive at a mutually acceptable solution when resolving conflicts in the coordination process. They can also be allocated where ad hoc services are applied for according to Section 7.3.1.6.3.3

Individual usage agreements for capacities in service facilities that DB Netz AG requires for its own needs may become null and void if the respective track is required for construction logistics for vehicles/cars or for construction operations. DB Netz AG will inform the Applicant in writing at least 21 days prior to any changes that result from this condition being made use of. The charge is based on the functionalities and product categories designated to each of the tracks.

7.3.1.6.2. Concluding the ENV-SE by Instruction

In deviation from Section 7.3.1.6.1 above, an ENV-SE can also take effect without prior application if and insofar as the Applicant or the involved RU uses one or several usage objects on the basis of an instruction issued by the facility coordinator according to Section 7.3.1.2.3 or another operational instruction issued by DB Netz AG.

7.3.1.6.3. Allocation of Usage Objects in Service Facilities

Applications for capacities in a service facility are possible both under the working timetable and for ad hoc traffic. If not specified otherwise in this NBN, DB Netz AG allocates a usage object within the service facility to the Applicant and/or the involved RU based on the application by submitting to the Applicant or the involved RU an offer to conclude an ENV-SE for a usage object (hereinafter: allocation of the usage object). The following applies with regard to the relationship between the application for capacities in ser-vice facilities and the allocation of usage objects:

a) The purpose of use entered in the application and the product category entered (cf. Section 7.3.1.2.1.2 are binding for the allocation.

b) A standardised deployment process applies in allocation, particularly where applications compete with one another (and no solution can be found for this in a coordination process pursuant to Section 7.3.1.6.3.1.1).

c) Following the allocation of usage objects, an ENV-SE for the specific usage object is concluded with the Applicant and/or the involved RU.

d) The contractually agreed usage charge results from the product category of the allocated usage object and the period of use.

e) For capacities scheduled by the facility coordinator, different rules apply for deployment, ENV-SE and charge determination.

f) DB Netz AG allocates the usage object in question by 15 October1F of a year or pronounces a refusal. Offers made by DB Netz AG can be accepted by the Applicant or the involved RU only within five working days. Following the allocation of usage objects, an ENV-SE for the specific usage object is concluded with the Applicant and/or the involved RU.

g) Objects of use that are allocated as a result of a decision process in accordance with Section 7.3.1.6.3.1.2 can only be accepted or rejected by the Applicant or the involved RU as a whole (track and additional equipment).

h) Following the prior agreement of the Applicant, however, the allocation of a usage object with a different functionality and/or from a different product category is possible. Within the applied for functionality and product category, DB Netz AG can also allocate a track that differs from the one applied for.

7.3.1.6.3.1. Working Timetable

The conflict solving procedure in the working timetable consists of the coordination and decision process.

In this process documents shall be available that can be used to better determine the content and scope of conflicts and to identify any possible solutions to conflicts (for example proof of the necessary consequence of an agreed train path, operating programmes, track usage plans). If a coordination result is not achieved due to missing documents, DB Netz AG shall request the outstanding documents in the coordination protocol. The documents must be submitted within 1 working day. For proof of the necessary consequence of an agreed train path see Section 7.3.1.6.3.1.2 a) and b).

7.3.1.6.3.1.1 Coordination Process

On receiving several applications for simultaneous usage that are not compatible with one another, DB Netz AG shall endeavour to arrive at an amicable solution in negotiations with the Applicants in the coordination process. The conflict is diagnosed based on the applied for functionality and product category in the service facility in question or the affected peripheral facility where it is a matter of the conflicting usage of this peripheral facility exclusively.
If necessary, such coordination will also include existing individual usage agreements and the contract holders will be requested to take part in coordination due to possible secondary uses.
The negotiations should not last longer than 14 days.

7.3.1.6.3.1.2 Decision Process

If no agreement is reached, a decision process is adopted. DB Netz AG shall consider the applications for the working timetable in the decision process in the order described in Section 7.3.1.6.3.1.2 a) to e).

The conflict-laden requested track that has been applied for (cf. Annex 7.3.1.6.1 a) has a considerable influence on the decision process being adopted.

If the conflict is limited exclusively to the conflicting usage of a peripheral facility, Section 7.3.1.6.3.1.2 a) to d) is applied accordingly. Alongside the peripheral facility, the locally associated track pursuant to Section 7.3.1.1.1.4 is also relevant in this respect.

If no decision is possible pursuant to Section 7.3.1.6.3.1.2 a) to d), a highest bidder procedure pursuant to Section 7.3.1.6.3.1.2 e) is adopted exclusively for the peripheral facility.

a) Preference is given to applications that are a necessary consequence of a train path applied for and contractually agreed in the first phase of working timetable compilation and which correspond to the functionality stipulated in Section 7.3.1.1. For this purpose, the Applicant must demonstrate at the request of DB Netz AG on the basis of its operating programme on the basis of the concluded individual usage contracts for the use of train paths, that the use of the service facility is a necessary consequence of an agreed train path in terms of time and space. This means that the Applicant must specify the train path or train paths which are to be decisive for determining the necessary sequence of a train path (decisive train path(s)).

   The consequence of an agreed train path exists in terms of time if there is a temporal connection between the intended use and a train path in accordance with the following requirements.

   - In the case of the train formation and splitting functionalities according to Section 7.3.1.2.1 a) and loading and unloading according to Section 7.3.1.2.1 c), this is given if the use is takes place in the period of 24 hours before or after a contractually agreed train path
   - In the case of the functionality of stabling and preparing according to Section 7.3.1.2.1 b) concerned there is a temporal connection in time with a train path if either the use is for permanent stabling after the train has entered or takes place within 24 hours before or after a contractually agreed train path.

   The consequence of an agreed train path exists in spatial terms if

   - the relevant train path(s) is/are constructed into the affected operating point or
   - if the Applicant demonstrates on the basis of its operating programme and the intended shunting plans that there is an operational link between the relevant train path(s) and the affected operating point (in particular stop for the intended use).

b) If a decision pursuant to a) above is not possible, because the train path reference is fulfilled for at least two conflicting Applicants, priority is given to the application whose relevant train path(s) is/are secured by a Framework Agreement (cf. Section 4.4.), if the capacity applied for in the service facility concerned is necessary for the handling of the train path.

c) If a decision pursuant to a) and b) above is not possible, the respective charges - for the respective notified usage period within the working timetable period for the conflicting notified capacity including any additional equipment notified for this purpose - shall be compared and priority shall be given to the application for which the higher charge can be achieved. The comparison shall not take into account discounts on charges and the minimum charge published in the respective List of Charges for Service Facilities. If DB Netz AG realizes that the priority of an Applicant results solely from additional equipment ordered, DB Netz AG checks by means of a plausibility check whether the additional equipment notified is actually required. To this end, the Applicants shall, upon request, immediately submit operating concepts demonstrating that the notified additional equipment is required in qualitative and quantitative terms for the operational aims that the company is pursuing in the specific service facility. If DB Netz AG considers the application to be implausible on this basis, the charge for the respective additional equipment will not be taken into account when comparing standard charges.

d) If a decision in accordance with lit. c) above is not possible, priority shall be given to applications for such uses for which no viable alternative is available. To this end, DB Netz AG and the respective Applicant shall jointly examine whether viable alternatives exist that would enable the freight or passenger service to be operated on the same lines or alternative lines under economically acceptable conditions. Art. 12 (3) and (4) and Art. 13 (1) to (5) of the

Implementing Regulation (EU) 2017/2177 on access to service facilities and rail-related services shall apply.

The Applicant, for whose application for usage, a viable alternative exists, may be allocated this viable alternative on a binding basis on the basis of this lit d) (Section 7.3.1.6.3, sentence 3 lit. c), d) and f) apply accordingly).

e) If a decision pursuant to a) to d) above is not possible, DB Netz AG shall ask the Applicants at the same time to offer a usage charge within five working days that exceeds the usage charge that would be due for payment on the basis of the respective valid List of Charges for Service Facilities of DB Netz AG. The offers are to be sent within the specified timeframe exclusively to the Federal Network Agency. The Federal Network Agency informs DB Netz AG of theresults. DB Netz AG will inform the Applicants concerned in the invitation to tender of the form in which the tender is to be submitted. The Federal Network Agency is informed of the initiation of the highest bidder procedure along with the Applicant. Priority shall be given to the bid which achieves the highest turnover in the working timetable period. If the Applicant that offered the highest usage charge does not accept the offer to conclude an individual usage agreement (ENV-SE), capacity will be allocated to the remaining Applicant that offered the next highest usage charge. If only one bidding Applicant remains, or if only one bid was submitted in the first place, capacity will be allocated to this Applicant on the basis of the charge calculation according to Section 7.3.1.4.1 et seq.

See also Section 7.3.1.6.1.5.

7.3.1.6.3.1.3 Coordination and Decision Process for Applications for Several Working Timetable Periods

In accordance with Section 7.3.1.6.1.5, the Applicant may apply for and be allocated capacities in service facilities for the working timetable for no more than the next five consecutive working timetable periods. Taking into account the regulations described in Section 7.3.1.6.1.5, registrations over several working timetable periods are coordinated as follows:

a) Application for several Working Timetable Periods in conflict with Application for one Working Timetable Period (Coordination Process)

Applications for multi-year agreements which are in conflict with applications for the respective following working timetable period within the meaning of Section 7.3.1.6.3.1.1 Sentence 1 shall be coordinated exclusively with regard to the respective following working timetable period. For the other, non-conflicting working timetable periods, an allocation is made in accordance with the original application, even if the Applicant waives part of the capacities applied for in order to solve the conflict for the respective following working timetable period.

b) Applications for several Working Timetable Periods in conflict with another Application for several Working Timetable Periods (Coordination Process)

Applications for multi-year agreements which are in conflict with other applications for multi-year agreements, but relating to fewer working timetable periods, within the meaning of Section 7.3.1.6.3.1.1 Sentence 1, shall be coordinated exclusively with regard to the conflicting working timetable periods. For the other, non-conflicting working timetable periods, an allocation shall be made in accordance with the original application to the Applicant with the application for the larger number of working timetable periods, even if the Applicant waives part of the capacities applied for with regard to the conflicting working timetable periods in order to resolve the conflict.

In the event that an applicant for a multi-year agreement waives part of the notified capacity for the purposes of the solution of the conflict within the meaning of lit a) and b) above, this utilisation share can be updated for the non-conflicting working timetable periods with the consent of the Applicant concerned. Its ENV-SE is adjusted according to the conflict resolution.

c) Dealing with Applications for several Working Timetable Periods in the Decision Process

If agreement cannot be reached in the coordination process for the purposes of lit. a) and lit. b) above, a decision process will be carried out. DB Netz AG will apply the decision process from Section 7.3.1.6.3.1.2 to applications for several working timetable periods which conflict with applications for one or more working timetable periods.

The applications shall be considered in the order described in Section 7.3.1.6.3.1.2 lit. a) to e).

The following special features apply:

In the event of a standard charge comparison pursuant to Section 7.3.1.6.3.1.2 lit. c), only the charges for the respective following working timetable period shall be compared and priority shall be given to the application for which the higher charge can be achieved. In the event of a highest bidder procedure pursuant to Section 7.3.1.6.3.1.2 lit. e), DB Netz AG shall request the Applicant to offer a usage charge within five working days that is higher than the usage charge
that would have to be paid on the basis of the respectively valid List of Charges for Service Facilities of DB Netz AG for the respectively following working timetable period. In the event of capacity being allocated in accordance with a highest bidder procedure Section 7.3.1.6.1.5 Sentence 3 shall apply.

7.3.1.6.3.2. Ad Hoc Service

Capacities that are not tied pursuant to Section 7.3.1.6.3.1 can be allocated for ad hoc services. Section 7.3.1.6.3.3 applies to contractually bounded capacity. On receiving applications for ad hoc services referring to simultaneous usage that are not compatible with one another, preference shall be given according to the order of receipt.

7.3.1.6.3.3. Secondary Use

DB Netz AG may market usage objects for secondary use where an Applicant or an involved RU (main user) is entitled to use these usage objects as laid out in an ENV-SE (in some cases long-term) and which have been released for secondary use by them in response to DB Netz AG's enquiry. The release does not release the main user from the obligation to pay the charges for the usage objects concerned (track and any additional equipment). Reimbursement pursuant to Section 7.3.1.4.2.2 shall be made to the extent that the secondary user uses the usage objects (track and, where applicable, additional equipment) for its part.

If the main user fails to respond to a secondary use enquiry from DB Netz AG within three working days, the main user's capacity release notification for the usage object shall be deemed not to have been issued.

7.3.1.6.3.4. Usage Objects with Supply Functionality

Usage objects with supply functionality are only offered for other purposes of use if these usage objects are not needed for the supply purpose of use during the period in the appli-cation. Allocation is therefore made subject to the resolutive condition that the capacity in the period of use is needed for the supply purpose of use.

7.3.1.6.3.5. Notification of Unused Capacities

The Applicant or the involved RU undertakes to report usage objects that are not needed as unused capacities at DB Netz AG's request.

7.3.1.6.3.6. Application for Capacities for Energy Carriers within the meaning of the EnSiTrV Annex in Service Facilities

The provisions of Section 4.2.2.6.3 a) to c) shall apply mutatis mutandis to the application for capacities for energy carrier within the meaning of the EnSiTrV in service facilities, subject to the following conditions.

The capacity required in addition to the EnKo train paths in service facilities of DB Netz AG shall be applied for separately via APN in the Facility Utilisation section as "Priority Stabling (EnKo)"in accordance with the provisions of Section 7.3.1.6.
7.3.1.6.2 and 7.3.1.6.3.1 do not apply.

If an usage request for energy carrier within the meaning of the EnSiTrV cannot be coordinated, the usage right of the Applicant whose contractually bound capacity is claimed shall be withdrawn for the period of time claimed by the train for energy carrier within the meaning of the EnSiTrV. For this period, the regulations on ancillary use pursuant to Section 7.3.1.6.3.3 shall apply.

7.3.1.6.4. Taking Effect of the ENV-SE

The ENV-SE takes effect on accepting the offer submitted by DB Netz AG. Such acceptance must be made in writing or by electronic means, unless stated otherwise in the NBN (cf. Section 7.3.1.6.2). The offer can only be accepted within 5 working days.

7.3.2 Passenger Stations

7.3.2.1 General Information

7.3.2.1.1. DB Netz AG

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

7.3.2.1.2. Passenger Station Use (Passenger Stations of DB Regio-Netz Infrastruktur GmbH)

The following chapter describes the rights and obligations in the relationship between the Applicant and DB RegioNetz Infrastruktur GmbH, regionally organised by Erzgebirgsbahn (EGB), Kurhessenbahn (KHB), Oberweißbacher Berg- und Schwarzatalbahn (OBS), Südostbayernbahn (SOB) and Westfrankenbahn (WFB) with regard to the use of the passenger stations operated by the RNI within the scope of the German Railway Regulation Act (ERegG).

7.3.2.1.2.1. Conclusion of the Contract on the Use of a Passenger Station operated by DB Regio-Netz Infrastruktur GmbH

A contract for the use of a passenger station operated by DB RegioNetz Infrastruktur GmbH (SNV-RNI) is concluded by accepting a train path usage contract with the passenger stops listed therein. A SNV-RNI is established at the latest by the use of a passenger platform belonging to the respective Stations for a passenger stop.

The provisions of the G-INV (Basic Agreement on Infrastructure Use) existing between the Applicant and the RNI, represented by DB Netz AG, shall also apply to the contract on the use of passenger stations.

7.3.2.1.2.2. Content of the SNV-RNI

By concluding the SNV-RNI, the RNI undertakes to grant the use of the passenger stations it operates in accordance with the SNV-RNI and this Network Statements (NBN). The Applicant is obliged to pay the charge agreed in accordance with the SNV-RNI and the Network Statements for the use of stations of the RNI. The charges are set out in the list of charges for the use of stations, see Annex 5.3 c).

DB RegioNetz Infrastruktur GmbH offers the following basic services as part of the SNV-RNI at every station it operates:

Station Name Sign
Station name signs are located at each station in an appropriate number showing the name of the station in German.

Timetable Notice

RNI shall display a timetable notice at all stations served on schedule by RUs/Applicants. This displays the departure or arrival times of the RUs/Applicants in a non-discriminatory manner. The RU/Applicant provides RNI with the necessary information in accordance with the scope and scheduling of Section 2.2 INBP-RNI-BT (Infrastructure Usage Conditions RNI Special Section). Timetable deviations, additional trains and special trains are announced by means of special notices if the RU/Applicant notifies them in good time (but at least three working days before the service day). RNI updates the timetable notices in case of a change of the working timetable or an adjustment of the working timetable after the winter months (Annex 7 point 2 Delegated Decision 2017/2075 of the Commission of 04.09.2017). The total expenses for the adjustment of the timetable notices in connection with a change in the timetable period due to changes in the train path order and station usage shall be borne by the RU/Applicant causing the change. If an RU/Applicant requires additional updating beyond this new version, this service shall be agreed and remunerated separately. This applies analogously if the RU/Applicant provides the data for the creation of the timetable display to RNI with a delay, but not in cases of delayed registrations in ad hoc traffic.

Information Spaces for the RU / Applicant
RNI provides the RU/Applicant with information spaces at the stations which the RU/Applicant occupies in agreement with RNI. The RU/Applicant is only allowed to use these information areas for traffic and tariff information. The use of the information areas for advertising purposes is disabled. Subletting or transfer to third parties is not permitted. RNI employees are authorised to remove notices that are no longer valid.

Areas for Ticket Machines and Validators
RNI provides the RU/Applicant with areas for ticket machines, validators and equipment for electronic ticket sales in the station (platforms and access routes) free of charge exclusively for the purpose of ticket sales. The number of spaces for ticket machines and validators of an RU/Applicant is limited to two machines and two validators or devices for electronic ticket distribution per platform used in regular traffic. An area agreement is concluded between the RU/Applicant and the locally responsible Regio-Netz. The RU/Applicant is authorised to hand over the agreed areas to a company commissioned by it for the purpose of ticket sales. RNI must be informed of this prior to the conclusion of a transfer contract. All costs for installation, including power supply, changes of location, operation, energy costs and dismantling at the end of the contract, as well as all other costs associated with the provision of space for the purpose of ticket sales, shall be borne by the RU/Applicant.

Cleaning
Cleaning is carried out depending on the passenger volume and the size of the station. The RU/Applicant supports RNI and reports particular contamination to the regionally responsible body (cf. 3.3.5.1.3).

Waste Containers
Waste containers are emptied at regular intervals in the course of cleaning. The RU/Applicant supports RNI and reports special contamination to the regionally responsible body (cf. 3.3.5.1.3).

Time Display
RNI provides the RU/Applicant with a station clock or dynamic time display depending on the passenger volume at stations.

RNI provides additional services at selected stations within the scope of the SNV-RNI, which are based on the passenger volume, the local conditions of the station and the respective platform. The RU/Applicant does not have a legal guarantee or a legal claim to the availability of the services.

Additional services are, for example:

1. Facilities

- weather protection
- seating
- bicycle parking facilities and parking spaces for cars, the use of which may be subject to a charge for passengers;
- luggage lockers, the use of which may be subject to a charge for passengers;
- toilets, the use of which may be subject to a charge for passengers.

2. Service
   - timetable-related information;
   - assistance with lost property;

7.3.2.2 Services
See 7.3.1.2

7.3.2.3 Service Facility Description
See 7.3.1.3

7.3.2.4 Charges
See 7.3.1.4

7.3.2.5 Access Conditions
See 7.3.1.5

7.3.2.6 Capacity Allocation
See 7.3.1.6

7.3.3 Freight Terminals and Loading Ramps for Freight Transport
DB Netz AG does not operate any Freight Terminals. For the usage of Loading Ramps of DB Netz AG, see the details under Section 7.3.1 to 7.3.1.6.3.4.

7.3.4 Marshalling Yards and Train Formation Facilities, including Shunting Facilities
For the Marshalling Yards and Train Formation Facilities operated by DB Netz AG Section 7.3.1. to 7.3.1.6.3.4 applies.

7.3.5 Storage Sidings
For the usage of Storage Sidings of DB Netz AG, see the explanations under Section 7.3.1 to 7.3.1.6.3.4.

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

www.dbnetze.com/bfw

7.3.7 Other Technical Facilities
For the usage of Interior Cleaning Facilities see Section 7.3.1.2.4.8.

7.3.8 Maritime and Inland Port Facilities
DB Netz AG does not operate any Maritime and Inland Port Facilities.

7.3.9 Relief Facilities

For the usage of Relief Facilities of the DB Netz AG, see the explanations under Section 7.3.1 to 7.3.1.6.3.4.

7.3.10 Refuelling Facilities

DB Netz AG does not operate any Refuelling Facilities.