

General Rail Service Protocol
Noordzee Terminal "Service Facility" (Quay 913)

This is a translation of the original Dutch version of the Protocol. In case of disputes or discrepancies, the Dutch text will prevail.

This protocol defines the conditions and agreements under which the Railway Undertakings "RU" can use the Noordzee Terminal "Service Facility" (Quay 913) located at Scheldelaan 601, 2040 Antwerp as well as which rail-related services are provided and how RUs and, in the future, after the legislative change, candidates who are not RUs ("**Candidates**") can apply for service facility capacity.

Considering that:

- The Railway Undertaking has transport agreements with third parties for the transport of cargo with the Service Facility as its (first) destination or departure point.
- The Railway Undertaking needs to enter the Service Facility and this affects the operations of the Service Facility.

This protocol is valid as of 1 January 2025 and is valid for an unlimited period. However, the Service Facility reserves the right to amend the provisions as needed.

This Operating Protocol replaces all previous, written or oral agreements and understandings between the parties. Additions/modifications to this Operating Protocol can only be agreed upon in writing.

In case of invalidity of one or more of the clauses of this Operating Protocol (including its attachments), this Operating Protocol shall be construed and enforced without regard to such clause. All provisions not affected by the invalidity or unenforceability will remain in force. Any invalid or unenforceable provision will be replaced by a valid or enforceable provision that achieves, as far as possible, the objectives of the invalid or unenforceable provisions.

Table of updates

Version	Subject	Date
Version 1 2020	First version Operation Protocol North Sea Terminal for the year 2020	31 August 2020
Version 2 2022	Adjustments Noordzee Terminal Operating Protocol effective from 2022 <ul style="list-style-type: none"> • Paragraph 7: Slot requests in accordance with Decision D-20-21-04-S of the Rail Transport Regulatory Service • Adjustments in paragraphs 6, 11.2, 13.2, 14.1.2, 16.4, 20 & 23 	3 March 2022
Version 3 2022	Adjustments in article 1, 4.2, 5 and adding 2 new articles 12.1 and 12.2	1 July 2022
Version 4	Adjust web links under I.2, adjustments as a function of future rail codex adjustment as a function of slot requests by Candidates, etc.	1 July 2023
Version 5	Adjustments in Article 8 regarding first criterion of award, and adjustment of rates (Attachment 20)	21 November 2024
Version 5	PSAA operating protocol - Quay 913	1/29

Content

I	GENERAL RULES	4
1	PURPOSE OF THE PROTOCOL	4
2	LEGISLATION	4
3	OPERATOR OF THE SERVICE FACILITY	4
4	SERVICE FACILITY DESCRIPTION AND ACCESS	5
4.1	<i>Service Facility</i>	5
4.2	<i>Rail connection</i>	5
II	SERVICES	8
5	SERVICES OFFERED	8
5.1	<i>Basic Services</i>	8
5.2	<i>Rates</i>	8
6	UNAUTHORIZED SERVICES	8
III	PROCEDURE REQUESTS FOR SLOTS & CRITERIA FOR ALLOCATION	9
7	DIFFERENT TYPES OF SLOTS	9
8	CRITERIA FOR ALLOCATION OF SLOTS	10
9	COORDINATION PROCEDURE IN CASE OF CONFLICTS	10
10	FORM REQUIREMENTS FOR SLOT REQUESTS	10
10.1	<i>Regular slots</i>	10
10.2	<i>Requesting a slot</i>	11
11	FEES.....	11
11.1	<i>Access</i>	11
11.2	<i>Cancellation - not respecting slot</i>	11
11.3	<i>Adjustment of rates and discounts</i>	12
12	GENERAL	12
12.1	<i>Confidentiality</i>	12
12.2	<i>PROTECTION OF PERSONAL DATA</i>	12
IV	OPERATING INSTRUCTIONS	14
13	GENERAL	14
13.1	<i>Access</i>	14
13.2	<i>Information exchange</i>	14
13.3	<i>Definition shift hours</i>	15
13.4	<i>Use of operating registers</i>	15
14	PERFORMANCE OF THE OPERATIONS	15
14.1	<i>General</i>	15
14.2	<i>Speeds of application</i>	16
14.3	<i>Departure of railcars</i>	16
14.4	<i>Inspection of equipment</i>	16
14.5	<i>Labeling</i>	16
14.6	<i>Transport documents</i>	16
14.7	<i>Service Facility locomotive</i>	16
14.8	<i>Causing damage</i>	16
V	SAFETY REGULATIONS	18
15	PRINCIPLE.....	18
16	SAFETY MEASURES.....	18
16.1	<i>Personal Protective Equipment (PPE)</i>	18
16.2	<i>Prohibitions</i>	18
16.3	<i>Dangerous products</i>	18
16.4	<i>Other</i>	18
17	ACCESS	19
VI	ATTACHMENTS	20
18	CONTACT DETAILS SERVICE FACILITY	21
19	RAILWAY COMPANY INFO.....	22
20	RATES	23

20.1	Access fee.....	23
20.2	Cancellation - not respecting slot.....	23
21	MAP RAIL INSTALLATIONS	24
22	SAFETY INSTRUCTIONS	25
23	INTERNAL EMERGENCY PLAN	29

I General Rules

1 PURPOSE OF THE PROTOCOL

The purpose of this Operating Protocol is to make arrangements for a good and transparent cooperation in operational and safety matters.

This Operating Protocol was drawn up in accordance with Directive 2012/34 EU as converted in the Act of August 30, 2013 on the Rail Codex as well as implementing regulation 2017/2177 of the European Commission. It covers the provisions in Parts I, II and III of this document.

Part IV describes operating instructions. Part V describes rail-specific safety regulations.

This Operating Protocol was published on <https://www.psa-antwerp.be/nl/noordzee-terminal/spoortoegang>
When the link is changed, Infrabel, the infrastructure manager, is notified.

2 LEGISLATION

The Railway Undertaking and the Candidates are aware of and agree to all provisions of this Operating Protocol.

The Railway Undertaking's use of the Service Facility's rail infrastructure is subject to compliance with various laws and regulations such as:

- Regulations, directives and delegated and implementing acts (in particular the Technical Specifications of Interoperability (TSI))
European law: eur-lex.europa.eu/en/index.htm
- Laws, Royal Decrees (RD) and Ministerial Orders (MB)
Federal Public Service Mobility and Transport: www.mobilit.belgium.be
Belgian Official Gazette: www.just.fgov.be
<https://mobilit.belgium.be/nl/spoor/wetgeving-en-regelgeving>
<https://www.regul.be/nl/section/dienstvoorzieningen/>
- Regulations concerning the international railway transport of dangerous goods (RID)
Federal Public Service Mobility and Transport: <https://mobilit.belgium.be/nl/spoor/professioneel-spoorvervoer/vervoer-van-gevaarlijke-goederen>
- Fiches Union Internationale des Chemins de fer (UIC)
Union Internationale des Chemins de fer: www.uic.org

3 OPERATOR OF THE SERVICE FACILITY

The holder of the concession quay 913: **PSA ANTWERP NV**

- Registered office: Napelsstraat 79, 2000 Antwerpen,
- Company number: BE 0442.652.075
- Operating headquarters: Noordzee Terminal (Quay 913)

has as its core business the handling (loading and unloading) and storage of containers/goods.

Service Facility Contact Details: see attachment VI 18 Contact details Service Facility.

Version 5	PSAA operating protocol - Quay 913	4/29
-----------	------------------------------------	------

4 SERVICE FACILITY DESCRIPTION AND ACCESS

4.1 Service Facility

Name	Noordzee Terminal (quay 913)
Station code (UIC)	88-24027-5
Road accessibility	<u>Operating headquarters address (+ GPS coordinates)</u> Scheldelaan 601, 2040 Antwerp Belgium GPS: 51.359073, 4.258576
Opening Hours	Operating times: 24/7 accessible rail * Handling times: Weekdays from 6 a.m. to 9:30 p.m. Administration: Weekdays from 6 a.m. to 9:30 p.m. Sat, Sun and Holidays: On request * Christmas completely closed from 24 December - 1 p.m. to 26 December 6 a.m. or first working day thereafter. * New Year completely closed from 31 December - 1 p.m. to 2 January 6 a.m. or first working day thereafter.
Access procedure	Report to M.O./Security. (M.O. Marine Operations) With pre-registration during opening hours (see further IV.13.1)

Before entering the Service Facility the first time, an introductory meeting needs to be scheduled and the Railway Undertaking must provide its relevant contact information to the operator of the Service Facility.

In case of planned maintenance or repair works, which affect the operation, the Service Facility shall inform the Railway Undertaking as soon as possible. The Service Facility makes every effort to minimize any potential negative impact of the changes.

4.2 Rail connection

4.2.1 Location

The Service Facility is located at Scheldelaan 601 and is connected to line 223 both on the Noordlandbrug side (coming from line 11) and on the Berendrecht/Zandvlietsluis side.

Map of connections attached VI 21 Map Rail Installations.

4.2.2 Description of rail infrastructure

Rails and safety devices

The connection consists of four unloading and loading terminals and a terminal on the Scheldelaan side.

Rail	Useful length	Comment(s)
501	459m	Unloading and loading rail
502	459m	Unloading and loading rail
503	459m	Unloading and loading rail
504	459m	Unloading and loading rail
505	643m	Siding no handling

The rails were laid level (slope 0 mm/m).

These are non-electrified rails.

The railcars will be dropped off by the Railway Undertaking on the rail designated by the Service Facility.

Gates

The Service Facility is located in an ISPS zone and the rails are not directly accessible. The Service Facility and rails are enclosed by gates.

Access gates have been installed both on the Noordlandbrug side and on the Buitenschoor side of the North Sea Terminal bundle.

Gate procedures are reported when the slot is assigned and are available upon request for RUs that have a slot at the Service Facility.

In case of gate failure, contact:

- Service Facility Security
- Infrabel - Permanence Port of Antwerp at phone number: +32 3 204 42 24

Service paths

No specific service paths are designated for operating activities. Consequently, a zone of minimum 1.6 meters counting from the axis of the nearest rail must be free to order and guide the shunting.

Permanent intrusions into the free space profile

There are no permanent intrusions.

Level crossings and rail crossings

The Noordlandbrug side is located at the entrance from line 223 at level crossing 727 and private level crossing 1NT, respectively. These are automatic level crossings with active signaling.

There are two private level crossings on the connecting rail between the North Sea Terminal bundle and Buitenschoor bundle, i.e.: 2NT and 2 bis NT. These are level crossings with active signaling. When operated, the two level crossings are operated simultaneously. Method of operation: see procedure gates 913 obtained when slot is assigned / on request.

Version 5	PSAA operating protocol - Quay 913	6/29
-----------	------------------------------------	------

Details and identified risks

The locally operated switches at the entrance to the Noordzee Terminal bundle, i.e. switches 402, 403, 404 and 405 may not be operated by the operator of the Railway Undertaking under any circumstances. These switches belong to the action zone of Post T and are part of the travel routes constructed by Infrabel staff.

Technical equipment for loading and unloading

The connection is equipped with a gantry crane. This has a rail gauge of 24m⁵¹, reaching across the four unloading and loading rails, with a 12m crossing and an operating load under spreader of 45ton. In case of unavailability of the gantry crane, only the first unloading and loading rail of the connection can be used with a reach stacker.

Version 5	PSAA operating protocol - Quay 913	7/29
-----------	------------------------------------	------

II Services

5 SERVICES OFFERED

5.1 Basic Services

The Service Facility provides the Railway Undertakings and Candidates with the minimum access package of services:

- Processing requests for a slot on the Service Facility rail infrastructure;
- The right to use the allocated capacity
- Use of the Service Facility rail infrastructure; Train management scheme at the Service Facility; Any other information necessary to establish or operate the service for which capacity is requested.

The Service Facility is not equipped with electrical supply systems for the purpose of traction.

Access is provided to the Service Facility by rail and to the following services:

- Loading containers/goods from the Service Facility onto railcars.
- Unloading containers/goods from railcars to the Service Facility.

The latter services can only be performed by the Service Facility, self-service is not possible.

5.2 Rates

Rates for loading and unloading containers / goods on / off railcars and placement in stack

- **Ship-bound** cargo rates are a part of the agreement with the shipping company. Handling is charged to the shipping company under the "Terminal Service Agreement" ("TSA").
- **Non-ship-bound Cargo** rates may be allowed upon request and calculated based on cost of staff, handling gear used, shift, volume, insurance, overhead cost and reasonable profit.

6 UNAUTHORIZED SERVICES

- Repairs of railcars or locomotives are not allowed at the Service Facility.
- There is no refueling/refilling option at the Service Facility.
- Shunting is allowed only under certain circumstances (conditions see 14.1.2) and with prior agreement of PSAA.

Version 5	PSAA operating protocol - Quay 913	8/29
-----------	------------------------------------	------

III Procedure requests for Slots & Criteria for Allocation

The Service Facility will communicate transparently at the request of the Railway Undertaking about the:

1. (available) capacity
2. temporary capacity constraints
3. the impact of planned activities that could have a major impact on the operation of the Service Facility

The Service Facility will always handle requests for slots in a non-discriminatory manner according to the following principles:

1. Regarding existing slots from the past year:
 - o The existing slots will be renewed on a yearly basis if required but are subject to possible adjustments.
 - o Exceptions per train path year are possible upon request.
2. New slot requests or changes to existing slots are subject to the rules set out below:
 - a) If a new request is made by an RC the client for which it is requested will be communicated.
 - b) If a new request is made by a Candidate, the Candidate will communicate which Railway Undertaking it will appoint or which are in the running so that it is clear to the Service Facility that certain requests may be double.
3. Any modification of existing slots and new slot requests are subject to the rules of Chapter 7 up to 11.

7 DIFFERENT TYPES OF SLOTS

Three different types of slots are distinguished: See Infrabel, Network Statement, Calendar for capacity requests and path allocation: New, Late & Ad Hoc Path Requests.

1. Timely submitted fixed slots/series* requested for a full "train path year".

The same deadlines for requests are used here as for full train path year requests as prescribed by Infrabel: **April Year X-1**.
(See Infrabel, Network Statement, New Path Requests.)
2. Late requests for fixed slots/series requested for a full "train path year".

The same deadlines for applications are used here as for full train path year applications as prescribed by Infrabel: **October Year X-1**.
(See Infrabel, Network Statement, Late Path Requests.)
3. Spot Requests

These are handled on a first come, first serve basis.
(See Infrabel, Network Statement, Ad Hoc Path Requests.)

Fixed slots for a full year with respect of annual train paths, have priority over fixed slots without annual train paths. The latter do have priority over spot applications.

The Service Facility will respond to the various slot requests in accordance with Decision D-2021-04-S of the Railway Regulator on determining the reasonable time in which the Requests of Railway Undertakings for access to service facilities and rail-related services must be answered, of the Rail Transport Regulatory Service.

* Fixed slots/series is a series of frequent slots per week between the Service Facility and the same destination

Version 5	PSAA operating protocol - Quay 913	9/29
-----------	------------------------------------	------

8 CRITERIA FOR ALLOCATION OF SLOTS

Priority criteria listed in order of importance with the most important listed first:

1° Criterion	<p>The Service Facility assigns slots taking into account the following priorities:</p> <ul style="list-style-type: none"> • Cargo <ol style="list-style-type: none"> 1. Rail operator has only ship-bound cargo or cargo for Service Facility customers 2. Rail operator also has non-ship-bound cargo or cargo for parties that are not customers of the Service Facility • Slot max. 8 hours (including inspection) • Average Volume per Service Facility/product/train on quarterly basis <ol style="list-style-type: none"> 1. Priority from high volume to low • Existing contracts <ol style="list-style-type: none"> 1. Rail operator has contract with Service Facility 2. Rail operator has no contract with the Service Facility • Type of connection <ol style="list-style-type: none"> 1. Hinterland destination 2. Intra-port bound shuttle
2° Criterion	The Service Facility awards the slot to the candidate with the lowest rail occupancy time after handling.
3° criterion	Timely submission of request

9 COORDINATION PROCEDURE IN CASE OF CONFLICTS

If two or more Railway Undertakings have requested the same slot for the same Railway Undertaking, this slot will be reserved for the common Railway Undertaking, but awarded to the Railway Undertaking that can finally submit a contract.

If slots are requested for the same time/period for different Rail Operators, the following procedure is followed:

1. The Service Facility will start negotiations to find a good solution for all Railway Undertakings by proposing alternatives.

If no solution can be found, the following rule applies:

2. The slot request for fixed slots/series that best meets the above (Chapter 7 and 8) conditions/criteria according to priority.

Where no viable alternative is available and it is impossible, based on the demonstrated need, to accommodate all requests for capacity for the facility in question, the applicant may file a complaint with the regulatory body, which shall consider the matter and, if necessary and legally possible, take action to ensure that an appropriate share of capacity is awarded to the applicant in question.

10 FORM REQUIREMENTS FOR SLOT REQUESTS

10.1 Regular slots

A slot at the Service Facility must be submitted by the RU or Candidate directly to the Service Facility (see attachment VI 18 Contact details Service Facility). The RU or Candidate addresses the Service Facility via mail/phone.

Minimum content of the request consists of:

- Railway Undertaking
- Client of the RU
- Arrival time & departure time (including inspection, with a duration of 8 hours)
- Train number

Version 5	PSAA operating protocol - Quay 913	10/29
-----------	------------------------------------	-------

- Train length & number of railcars
- Volume in TEUs and containers

An allocated slot without confirmation of the Railway Undertaking or Candidate will only be reserved for a maximum of one month. After one month, the request/allocation expires and the slot is released for possible other requests.

10.2 Requesting a slot

A request for a slot at the Service Facility must be submitted at least 24 hours in advance. The Railway Undertaking (RU) or Candidate addresses the Service Facility via mail/phone for this. Minimum content of the request consists of arrival time, scheduled departure time (including inspection), train number, length, loading and unloading lists, number of railcars & name and telephone number of the train driver/railcar master/shunter

Granting a request for a slot for a Railway Undertaking and or Candidate not yet working with the Service Facility is only done under the suspensive condition that a start-up meeting can and has been held with the RU before the operation.

11 FEES

11.1 Access

There is currently no access fee for placing trains at this Service Facility.

11.2 Cancellation - not respecting slot

11.2.1 Placement

A slot can be canceled free of charge more than 24 hours before the start of the slot.

If a slot is canceled late or not canceled at all, a fixed fee may be invoiced as listed in attachment VI 20 Rates.

If a placement occurs after the slot allocation time, the Railway Undertaking is obliged to coordinate further planning and possible placement with the Service Facility. The Service Facility reserves the right to limit the handling of the train to the originally agreed slot with the result that the train cannot be fully unloaded and/or loaded. The Service Facility also reserves the right to cancel the slot. In either case, without any compensation being payable by it, so as not to jeopardize subsequent slots or Service Facility work.

The Service Facility reserves the right, in the event of a train delay, to charge a fee as specified in attachment VI 20 Rates.

11.2.2 Pickup

If a Railway Undertaking is prevented from picking up a train set before the end of the slot, the Service Facility should be notified as soon as possible. Upon request, the Service Facility can then inform which Railway Undertaking has the next slot, in order to possibly find a joint solution and thus avoid costs.

If pickup takes place after the end of the slot, the Service Facility will be entitled to charge a cost as stipulated in attachment VI 20 Rates to the Railway Undertaking.

In this case, the next RU has the option of transferring the set to a nearest bundle after approval between the two parties.

It is the RU (and not the Candidate / client of the RU) who must pay the fees under 11.2 to the Service Facility and possibly recover them from another party where possible.

Version 5	PSAA operating protocol - Quay 913	11/29
-----------	------------------------------------	-------

11.3 Adjustment of rates and discounts

The Service Facility reserves the right to adjust the rates to changed circumstances and for this purpose will notify the Railway Undertaking at least one month before the rate or discount adjustment takes effect.

Furthermore, an annual index adjustment will be applied at the turn of the year.

12 GENERAL

12.1 Confidentiality

- 12.1.1** Any information (in any form, about the Service Facility or about any other subject) obtained by the Railway Undertaking or Candidate as a result of the Operating Protocol, access to the Service Facility and/or as a result of any service provided by Service Facility ("the Data") shall be considered confidential.
- 12.1.2** The Railway Undertaking and the Candidate shall treat the Service Facility Data as confidential and shall not disclose any data in whole or in part without the prior, express and written consent of the Service Facility. The Railway Undertaking and the Candidate undertake that its affiliates and the directors, employees, appointees and consultants of itself and its affiliates shall comply with this obligation.
- 12.1.3** However, the following actions do not constitute a breach of the obligation set out in Article 12.1.2: (i) disclosure by the Railway Undertaking and/or Candidate in the event of legal and/or arbitration proceedings instituted by one party against the other to the extent that a disclosure is strictly necessary for the proceedings, and (ii) disclosure in the event and to the extent that is strictly necessary for the Railway Undertaking/Candidate to comply with legal or regulatory obligations. In the latter case, the Railway Undertaking and/or the Candidate shall consult with the Service Facility, to the extent reasonably possible, before complying with said obligation.
- 12.1.4** The Railway Undertaking/Candidate hereby authorizes the Service Facility to collect and use all data, relating to and/or used by the Railway Undertaking/Candidate obtained by the Service Facility following the Operating Protocol, access to the Service Facility and/or as a result of any service provided by the Service Facility, for the purpose of providing and managing its services, research, service improvement, security and risk management, or for compliance with legal and regulatory requirements. The Railway Undertaking/Candidate expressly acknowledges that the Service Facility reserves all rights with respect to data collected or developed during the performance of the Agreement.
- 12.1.5** The parties agree that all intellectual property rights with respect to the Data, obtained from the Service Facility by the Railway Undertaking/Candidate, shall remain with the Service Facility.
- 12.1.6** The Railway Undertaking/Candidate is expressly prohibited from exploiting Service Facility Data commercially.

12.2 PROTECTION OF PERSONAL DATA

- 12.2.1** Personal data which is processed as defined in Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (the "GDPR") that relates to a driver, employee, self-employed contractor or agent of the other party, shall be treated by both the Service Facility and the Railway Undertaking / Candidate strictly in accordance with the GDPR.
- 12.2.2** The Service Facility, Railway Undertaking and the Candidate shall respect all relevant obligations imposed by applicable data protection regulations, rules and best practices in this regard, with the GDPR being considered the lowest standard.
- 12.2.3** Such processing activities shall be limited to the performance of the services, delivery/pickup of the goods, or entering and staying at and on the Service Facility under this Operating Protocol or for which the Service Facility has specifically given its approval. The Railway

Version 5	PSAA operating protocol - Quay 913	12/29
-----------	------------------------------------	-------

Undertaking/Candidate shall: (i) take appropriate technical and organizational measures to protect and safeguard personal data. More specifically, the Railway Undertaking/Candidate shall protect personal data from destruction, inadvertent or intentional loss, falsification, unauthorized disclosure or access and from any form of unlawful processing. The Railway Undertaking/Candidate shall provide the Service Facility with a description of the safety measures taken; (ii) the systems used by the Railway Undertaking/Candidate for the automatic processing of, inter alia, personal data are in compliance with the requirements regarding access to and rectification of personal data by the data subject as contained in the applicable data protection legislation and more specifically the GDPR; (iii) in the event personal data are processed by the Railway Undertaking/Candidate, such processing shall be in accordance with the provisions of the Operating Protocol. The processing of such personal data by the Railway Undertaking / Candidate must be in full compliance with applicable data protection laws in the countries where personal data are processed; and (iv) the data access is limited to persons who need such access to perform the tasks entrusted to them by the Railway Undertaking/Candidate. The Railway Undertaking/Candidate must explicitly inform its staff and all persons under its control of the provisions of applicable data and privacy protection laws regarding the processing of personal data.

- 12.2.4** The disclosure by parties of personal data to third parties in any manner whatsoever is prohibited, except as required by or pursuant to law, or in the event that prior written informed consent has been obtained from the other party. The parties need to ensure that all their staff and persons authorized to process personal data have committed to appropriate confidentiality obligations no less far-reaching than those set out in Article 12.2, or are subject to a confidentiality obligation imposed by law.
- 12.2.5** The parties shall, unless and to the extent prohibited by applicable law, notify the other party in writing as soon as possible when a breach of this Article or any applicable data protection law is detected, and in no event later than twenty-four (24) hours after such event has manifested itself. The party that identified the breach shall take all necessary steps to investigate this event and prevent its recurrence. The party whose personal data are affected by the breach shall determine at its discretion (in accordance with applicable data protection legislation) if and when data subjects and/or data protection authorities are notified of such breach. In such case, the party concerned may, without prejudice to its other rights and remedies, immediately suspend the transfer of personal data to the other party, demand that the party where the breach occurred immediately return all personal data to the other party free of charge and conduct an analysis into the cause of the breach and its direct and indirect consequences. The parties shall, on their own initiative but in close consultation, take all appropriate measures to minimize the impact of such a breach.
- 12.2.6** The Railway Undertaking/Candidate acknowledges that the obligations of this Article are essential and that a breach thereof may seriously damage the interests and reputation of the Service Facility and, in addition, may have a significant (financial) impact on the Service Facility and its subsidiaries and affiliates. Consequently, the Railway Undertaking/Candidate shall therefore be liable for any damage due to an error on its part to comply with the provisions of this article and/or applicable legislation (including in particular the GDPR).

IV Operating Instructions

13 GENERAL

Data to be provided by the Railway Undertaking: see attachment VI 19 Railway company info.

13.1 Access

Pre-registration must be made at least four hours in advance, by email, to M.O./Security of the train and persons involved.

The estimated arrival time is communicated to the Service Facility (rail department).

The access procedure will be communicated upon allocation of the slot.

Train inspectors can access the Service Facility only by registering at the security service area.

13.2 Information exchange

All information required by the Service Facility to unload and load trains shall be sent electronically (EDI - Mail) by the Railway Operator concerned and before an agreed time as indicated below:

Frequency	Type of information	Time		Medium
Weekly	Forecast of trains for the next week	Every Wednesday	6 p.m.	Email
By Train	Forecast of total number of unloading and loading moves	One day before arrival	10 a.m.	Email
	Detailed unloading Information		6 p.m.	EDI - COPINO
	Detailed cargo Information		6 p.m.	EDI - COPINO
	Train composition: i.e. <ul style="list-style-type: none"> • The train number • Numbers of available cars • Empty or loaded • If applicable, which railcars should not be loaded (damaged or not) 	Before arrival		Email

The detailed unloading and loading information of non-ship-bound cargo for the Service Facility is subject to specific order registration in our TOS (Terminal Operating System) which can be provided by the Rail Operator via ePortal or via EDI.

The following details of the available railcars are provided by the Railway Undertaking to the Service Facility before arrival at the Service Facility:

- The train number and numbers of available railcars
- Empty or loaded
- If applicable, which railcars may not be loaded

If an operation requires fewer moves than were agreed upon for a slot and the RU has not made this known at the time stated above under "info by train" the RU will be liable for compensation as stated in Attachment VI.20: Rates.

Version 5	PSAA operating protocol - Quay 913	14/29
-----------	------------------------------------	-------

If the operation requires more moves than agreed for that slot, the feasibility needs to be considered and requested no later than time info per train.

The Service Facility reserves the right to suspend the handling of trains if the information exchange from the Railway Operator and/or Railway Undertaking is lacking.

13.3 Definition shift hours

- 1° shift 6 a.m. - 1:30 p.m.
- 2° shift 1:30 p.m. - 9:30 p.m.

13.4 Use of operating registers

Using the operating register consists of four steps:

1. In case of push up, prior to commencing the operation, the Railway Undertaking contacts the Administrative Rail Worker at least 15 and at most 25 minutes in advance to announce the operation with a registered notice in a provided register.
Only after receiving authorization may the operation be performed.
2. After pushing up the train, the Railway Undertaking will contact Administrative Rail Worker to release the rail for operations. This notice is also entered in a provided register.
3. When pulling away, prior to commencing the operation, the Railway Undertaking contacts the Administrative Rail Worker at least 15 and at most 25 minutes in advance to announce the operation with a registered notice in a provided register.

Only after receiving authorization may the operation be performed.

4. After the train has left, the Railway Company will contact the Administrative Rail Worker to release the rail for operations. This notice is also entered in a provided register.

If after the opening hours of the Service Facility (Administration) railcars are to be pulled away or placed, the Railway Undertaking shall email the Administrative Rail Worker at the Service Facility one hour before the end of the Administration's opening hours with the operations to be carried out. Entry in the register is not required.

14 PERFORMANCE OF THE OPERATIONS

14.1 General

14.1.1 Place for dropping off and picking up railcars

The railcars to be placed will be dropped off on the specified rail by the Railway Undertaking.

There are yellow stripes on both sides of the unloading/loading rails between which the placed railcars need to be dropped off.

The railcars for departure are removed from the specified rail by the Railway Undertaking.

14.1.2 Shunting

Allowed shunting:

- Shunting required for train placement and pickup
- Shunting required to split or assemble the train if longer than the operational length of one rail.
- Shunting required to split or assemble a train with multiple destinations on one rail to improve operations.

Shunting is done at walking pace (max. 5 km/h) and is done under the "running on sight" regime, i.e. the train must be able to stop for any obstacle within the distance at which the track can be seen.

During shunting, the entire series is braked by means of the automatic brake.

Version 5	PSAA operating protocol - Quay 913	15/29
-----------	------------------------------------	-------

14.1.3 Immobilization

Upon placing the railcars on the connection, the Railway Undertaking staff will perform a final immobilization.

14.2 Speeds of application

14.2.1 Road vehicles

Road vehicles are not allowed at the Service Facility. A van service can be requested at the security service.

14.2.2 Rail vehicles

Both in pulled and pushed motion, the maximum speed for rail vehicles at the Service Facility is 10 km/h.

14.3 Departure of railcars

The railcars for departure must form a contiguous series so that no additional shunting should be carried out on the connecting rail by the Railway Undertaking. Only these railcars can be picked up.

The following details of the railcars to be picked up are provided by the Service Facility:

1. Containers loaded on the railcars
2. Rail occupation

14.4 Inspection of equipment

The railcars were inspected before placement at the Service Facility. An overview of damaged railcars will be communicated by the Railway Undertaking to the Administrative Rail Worker of the Service Facility.

When damage is found to the cargo or railcars by employees of the Railway Undertaking when the railcars are picked up, the Service Facility needs to be contacted and it will be jointly determined whether it is recent damage caused by the Service Facility.

14.5 Labeling

Applying the necessary labels related to the transported dangerous goods (RID) is the responsibility of the Rail Operator. Subject to mutual agreements between the Rail Operator and the Service Facility, the services of the Service Facility may be called upon in order to apply these labels.

Transport labels are applied by the Railway Undertaking.

The damage labels are applied by the Railway Undertaking's technical services and may not be removed by the Service Facility under any circumstances. Although railcars are provided with damage labels, the Railway Undertaking must explicitly specify which railcars may not be reloaded.

14.6 Transport documents

Electronic transport documents are drawn up by the Railway Undertaking or its client.

14.7 Service Facility locomotive

NA.

14.8 Causing damage

1. Each party is liable for its own damage. The damage will be reported in writing to the other party.
2. The Railway Undertaking is responsible for damage to the infrastructure of the Service Facility and the railcars transported, incurred or caused during operation, unless the Railway Undertaking can prove that the damage was not caused by its fault.

Version 5	PSAA operating protocol - Quay 913	16/29
-----------	------------------------------------	-------

3. If the Railway Undertaking acts in violation of the regulations applicable to the access to the railroad connection, the applicable safety regulations or the provisions of the present Operational Protocol and if this results in Infrabel disconnecting the railroad connection from the Service Facility, the Railway Undertaking shall be liable and indemnify the Service Facility for all damages, including indirect and/or consequential damages, contrary to what is stipulated in Art. 14.8.6, incurred by the Service Facility as a result.
4. The Railway Undertaking shall also be liable to the Service Facility and shall indemnify the Service Facility for the damage caused by the goods it transports (up to the time of unloading) and this without any fault or negligence on the part of the Railway Undertaking.
5. All Railway Undertakings using the rail connection of the Service Facility shall have appropriate insurance coverage, including, inter alia, environmental damage. An insurance certificate shall be provided upon first request.
6. The parties shall not be liable for indirect or consequential damages such as loss of profits unless the damages were caused by intent or fraud.
7. The Service Facility is not responsible for any damages/costs incurred by the Railway Undertaking due to a slot not being available or being available later due to a previous Railway Undertaking not having left their slot in time for any reason.
8. The Service Facility is not liable for damage resulting from a defect in the rails or poor maintenance given that these rails are owned and maintained by Infrabel.

V Safety regulations

15 PRINCIPLE

Both parties undertake to strictly comply with the applicable safety regulations at all times and, if necessary, to actively participate in the coordination of health and safety activities.

The Railway Undertaking staff is assumed to be informed by the Railway Undertaking about the safety regulations applicable at the Service Facility.

The Railway Undertaking staff operating at the Service Facility as well as a manager will attend an annual safety meeting at the Service Facility. It is the Railway Undertaking's duty to ensure that its staff fulfill this obligation.

16 SAFETY MEASURES

16.1 Personal Protective Equipment (PPE)

The operator of the Railway Undertaking shall wear the provided personal protective equipment.

PPE to be used are high-vis vests, safety shoes and helmet.

16.2 Prohibitions

A general smoking ban applies at the Service Facility.

There is a zero tolerance regarding the use and being under the influence of alcohol and drugs.

No photographs may be taken at the Service Facility except of damaged railcars or damaged containers that have been or are being transported by the Railway Undertaking.

No vehicles are allowed at the Service Facility. If outside the actual operation Railway Undertaking staff need to perform an inspection, the staff will report to Security.

16.3 Dangerous products

The Rail Operator is responsible for affixing proper RID labeling.

16.4 Other

Staff working at the Service Facility in the vicinity of the rails is notified by the Service Facility of the impending operation.

Service facility staff shall ensure that no further operations that could jeopardize the safety of the Railway Undertaking staff are performed on the railcars on the connecting rail or in its vicinity.

During the operation, the Railway Undertaking operator moves next to the rail.

No Service Facility staff will be present during operation by the Railway Undertaking supervising the operation.

The internal emergency plan is attached VI 23 Internal emergency plan.

In the event of an emergency on the connection:

- The Railway Undertaking staff at the connection must act in accordance with the procedures contained in the internal emergency plan. The instructions of the evacuation manager need to be followed.
- The Service Facility notifies the manager of the Railway Undertaking using the attached telephone number VI 19 Railway company info (contact in case of an incident/emergency).

Version 5	PSAA operating protocol - Quay 913	18/29
-----------	------------------------------------	-------

17 ACCESS

The Railway Undertaking provides a list of staff to the Service Facility that will intervene at the Service Facility. Any changes to this list shall also be communicated to the Service Facility on time.

Important: Pre-registration must be made at least 4 hours in advance, by email, to M.O./Security of the train and persons involved.

The Railway Undertaking staff (and its subcontractors) intervening at the connection must first register with M.O./Security.

If outside the actual operation, Railway Undertaking staff needs to perform a check, the staff will report to the M.O./Security.

Access procedure train inspectors / switch driver / switch train conductors

- The above persons report to the M.O./Security
- After checking pre-notification*, ID and access registration, access will be granted.
- these individuals will travel by shuttle bus at the Service Facility and sign out back at the security service after their duties.

Version 5	PSAA operating protocol - Quay 913	19/29
-----------	------------------------------------	-------

VI Attachments

18 Contact details Service Facility Facility

19 Railway company info Undertaking

20 Rates

21 Map Rail Installations

22 Safety Instructions

23 Internal emergency plan

18 CONTACT DETAILS SERVICE FACILITY

Name - position - service	Tel.	Email
Terminal Manager	T +32 3 735 67 01	PSAA-MGT913@globalpsa.com
Operations Management	T +32 3 735 67 10 T +32 3 735 67 14	PSAA-MGT913@globalpsa.com
Administrative Rail Worker	T +32 3 735 67 23	PSAA-Spoor.913@globalpsa.com
Security/Security service	T +32 3 735 68 52	PSAA-Security.913@globalpsa.com
HSSE Management	T +32 3 735 66 61	SafetyAdvisors@antwerpterminalservices.be
To be contacted in case of incident/emergency:		
Administrative Rail worker	T +32 3 735 67 23	PSAA-Spoor.913@globalpsa.com
Operations Management	T +32 3 735 67 10 T +32 3 735 67 14	PSAA-MGT913@globalpsa.com
To be contacted when damage is established:		
Administrative Rail Worker	T +32 3 735 67 23	PSAA-Spoor.913@globalpsa.com
Operations Management	T +32 3 735 67 10 T +32 3 735 67 14	PSAA-MGT913@globalpsa.com
To be contacted for slot requests:		
Team Lead Yard Planning	T +32 3 735 67 36	Peter.vanpraet@globalpsa.com
Manager Planning Department	T +32 3 735 66 26	Stijn.vanlany@globalpsa.com

19 RAILWAY COMPANY INFO

If invoicing details are different, please provide it as well.

Name: ...
 Registered office: ...
 Company number: ...
 Operating office: ...

Name - position - service	Tel - GSM - Fax	Email
To be contacted in case of incident/emergency:		
To be contacted when damage is established:		
To be contacted regarding slot requests:		

20 RATES

The rates listed below are valid in the first and second shift on normal business days from 1 January 2025, excluding abnormal circumstances, and are subject to our general terms and conditions of delivery. These terms and conditions can be found at <https://www.psa-antwerp.be/nl/content/algemene-leveringsvoorwaarden>. Invoicing will be on a monthly basis.

20.1 Access fee

There is currently no access fee for placing trains at the Service Facility.

20.2 Cancellation - not respecting slot

Service	Cost	Remark	Exception
Cancellation < 24 hours before reserved slot	Contractual idle time/ hours*	If this leads to cancellation/delay of rail gang.	Proven force majeure**
Delay in placement/removal with consequential loss of rail crew	Contractual idle time/ hours*	If this leads to cancellation/delay of rail gang.	Proven force majeure**
Cancellation and containers have already been prepared	2 X Contractual move	Fee container out of stack and back into stack.	Proven force majeure**
Late info with regard to number of moves less than agreed upon in slot	Contractual move		Proven force majeure**

*: This cost will be charged to the Railway Undertaking per hour of idle time where each hour started will be counted as a full hour. In case of a cancellation of an entire slot, the same hourly cost will be charged which will then be extrapolated to a full shift.

** : Where force majeure is defined exclusively as follows:

those unforeseeable circumstances that are not attributable to the Railway Undertaking (or to third parties on which the Railway Undertaking depends in whole or in part for the performance of its commitments, and which make it absolutely impossible for the Railway Undertaking to perform its commitments). Anticipated strikes, lock out, shortage of staff, theft, machine breakdowns and a cyber-attack (a virus, worm, DDoS attack, hacking, phishing and similar events that disrupt the ICT Environment), do not constitute force majeure on the part of the Railway Undertaking. Cases of force majeure occurring on the part of third parties on which the Railway Undertaking depends in whole or in part for the performance of its commitments shall not automatically constitute force majeure on the part of the Railway Undertaking.

In the event of force majeure on the part of the Railway Undertaking, it shall promptly notify the Service Facility in writing of all relevant details, including a description of the force majeure situation, the manner in which it prevents the Railway Undertaking from performing its obligations and the estimated duration of the force majeure situation. The Railway Undertaking will keep the Service Facility informed of the development of the force majeure event. If the Railway Undertaking invokes force majeure, it must make every reasonable effort, at its own expense, to put an end to the force majeure situation as soon as possible.

Failure to give notice within the hour of the fact of force majeure shall not be considered force majeure.

Version 5	PSAA operating protocol - Quay 913	23/29
-----------	------------------------------------	-------

22 SAFETY INSTRUCTIONS

Always follow the safety rules – report danger (see contact information)

GENERAL

Passengers only allowed if work-related and registered.

Keep escape routes and safety equipment free.

Do not work without a work permit.

Do not enter buildings and installations without authorization.

Life jacket mandatory behind crane rails on the waterside.

(“quay wall”) exception: directly walking to gangway.

AED available at security service in MO building (ground floor)

Instructions for terminal movements

Take the shuttlebus.

If own transport is necessary, always under guidance of shuttlebus or PSA worker.

Use four indicators or flashing lights.

Never drive close to the container stacks, the straddle carriers can't see you!

Never drive under a crane in operation.

Park on the waterside but do not obstruct the crane rails.

Pedestrians have to stay on the indicated walking paths.

Version 5	PSAA operating protocol - Quay 913	25/29
-----------	------------------------------------	-------

- 1) Pre-registration (ship-bound via agent!)
Request: PSAA-mgt.913@globalpsa.com
Copy: PSAA-security.913@globalpsa.com
- 2) Sign in at security service
- 3) Guidance to work/delivery area
Only move in the designated work/delivery area.
- 4) End of work/delivery: request guidance
+ 32 (0)3 735 68 52
Person in the immediate vicinity with radio contact.
- 5) Sign out at Security service

ALARM

GENERAL EMERGENCY NUMBER

SECURITY SERVICE

+ 32(0)3 735 68 52

EVACUATION ALARM

CONTACT

SECURITY SERVICE (24/7) Tel: + 32(0)3 735 68 52

PSAA-mgt.913@globalpsa.com

Safety email: SafetyAdvisors@anwerpterminalservices.

ALFAPASS Kaai 1742, MPET Deurganckterminal WEST www.alfapass.be

Version 5	PSAA operating protocol - Quay 913	26/29
-----------	------------------------------------	-------

NOORDZEE TERMINAL

Scheldelaan 601

2040 Antwerp

Kaai 901 – 913

T: +32(0)3 735 658 52

F: +32(0)3 735 658 59

SAFETY INSTRUCTIONS

VISITORS

SUPPLIERS

CONTRACTORS

VEILIGHEID

Volg steeds de veiligheidsregels op —meld gevaren (zie contactgegevens)!

ALGEMEEN















- Passagiers enkel toegestaan indien werkgerelateerd en aangemeld.
- Houd vluchtwegen en veiligheidsmiddelen vrij.
- Verboden werken zonder werkvergunning.
- Verboden gebouwen en installaties te betreden zonder toelating.
- Verplicht reddingsvest te dragen achter de kraansporen kant water ("den blauwe steen") - uitzondering: direct begeven naar gangway.
- **AED-toestel aanwezig bij waakdienst in MO-gebouw (gelijkvloers)**





INSTRUCTIES VERPLAATSING OP TERMINAL

- Neem de shuttlebus voor verplaatsingen.
- Indien eigen vervoer noodzakelijk, steeds onder begeleiding van shuttlebus of PSA-werknemer.
- Activeer 4 richtingaanwijzers en/of zwaailichten.
- Rij nooit vlak tegen de containerstacks, straddle carriers zien u niet!
- Rij nooit onder een werkende kraan door!
- Parkeer aan de waterkant, maar houd rekening met het kraangabarit.
- Begeef je als voetganger niet buiten de aangeduide wandelpaden.

TOEGANG

- 1) **Vooraanmelding** (scheepsgebonden via agent!)



Request: PSAA-mgt.913@globalpsa.com
Copy: PSAA-security.913@globalpsa.com
- 2) **Aanmelden waakdienst**
- 3) **Begeleiding naar werk/leveringszone**



Begeef u enkel en alleen in de aangeduide werk/leveringszone!


- 4) **Einde werken/levering:** vraag begeleiding



+32(0)3 735 68 52
Persoon in onmiddellijke omgeving met radiocontact
- 5) **Afmelden waakdienst**

ALARM

ALGEMEEN NOODNUMMER



WAAKDIENTST
+32(0)3 735 68 52




ONTRUIMINGSALARM





CONTACT

WAAKDIENTST (24/7) Tel: +32(0)3 735 68 52
PSAA-security.913@globalpsa.com
 Safety E-mail: Safety.Advisors@antwerpterminalservices.com
ALFAPASS Kaai 1742, MPET Deurganckterminal WEST
www.alfapass.be

HSSE versie 20211230





NOORDZEE TERMINAL

Scheldelaan 601
2040 Antwerpen
Kaai 901—913

T: +32(0)3 735 68 52
F: +32(0)3 735 68 59

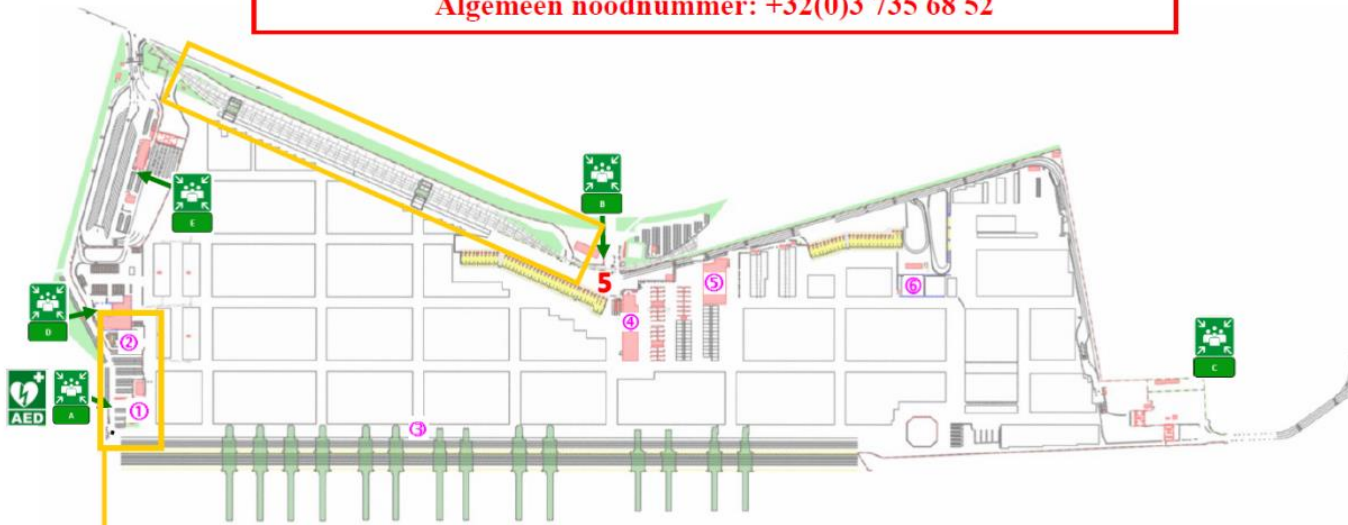
VEILIGHEIDS- VOORSCHRIFTEN




BEZOEKERS LEVERANCIERS CONTRACTORS

23 INTERNAL EMERGENCY PLAN

Algemeen noodnummer: +32(0)3 735 68 52



<p>5 In- en uitgang Poort</p> <div style="text-align: center;">  Verzamelplaats evacuatie </div> <div style="text-align: center;">  Parking </div>	<ul style="list-style-type: none"> ① MO gebouw/Waakdienst ② Reeferherstelzone ③ Voorkaai ④ Garage ⑤ Kraandienst ⑥ Vrijzetzone
---	---

Locatie	
A	MO-gebouw/Voorkaai kant west
B	Garage/Kraandienst/Spoorwegen
C	Gate Out/Voorkaai kant oost
D	CFS/ICT/Reeferpersoneel
	In MO-gebouw (gelijkvloers)

HSSE versie 20211230