

## Modifications

### TEXT

#### 1. 2.2.1 Requirements of application for capacity

The following modification was made in accordance with Civil Code Act V of 2013:

Authorised applicant is entitled to reserve capacity only if it genuinely verifies its qualification as commercial organisation **that is registered in any EEA state** ~~in accordance with Paragraph 685 point c) of Civil Law~~ and also encloses a copy of the framework contract signed by this applicant and the Infrastructure Manager.

#### 2. 2.2.2 Who is allowed to use the open access railway network?

The following modifications were made:

Authorised applicants are:

- railway undertakings for freight traffic **registered** ~~founded~~ in any other EEA country if holding an operation licence, ~~in accordance with Directive 95/18/EC,~~
- railway undertakings for international passenger traffic **registered** ~~founded~~ in any other EEA country if holding an operation licence ~~in accordance with Directive 95/18/EC,~~

#### 3. 2.3.2.1 Network Access Contract and contract for the reservation of rail network capacity

The following modifications were made in accordance with Civil Code Act V of 2013:

When entering into a Network Access Contract for ensuring the capacity of the railway network, the regulations of the Civil Law, especially **Book 6 the general rules on the of law of obligations** ~~contracting~~, the Railway Law and the Network Statement must be applied jointly.

## ANNEXES

### 1. Annex 1.10 - Explanation of notions of higher importance

Regarding the definition of ‘authorised applicants’ the following modification was made:

Any economic organisation that is registered in any EEA state, ~~operates in compliance with § 685 point c) of Civil Law,~~ but it is not a railway company, and shall have a framework contract with the Infrastructure manager for the reservation of railway network capacity.

### 2. Annex 2.3.2.1 - General Terms and Conditions

The following modifications were made in accordance with Civil Code Act V of 2013:

#### Preamble

In issues not regulated by the General Terms and Conditions of the Network Access Contract of the Network Statement and by the Network Access Contract, regulations of Act V IV of **2013** ~~1959~~ on Civil Law (hereafter Civil Law) shall apply.

#### § 25 General rules of liability of the infrastructure manager

Infrastructure manager shall be liable in accordance with rules defined by § **6:142 and 6:519** ~~339~~ of the Civil Law for all damage **(depending on the damage caused by breach of contract or by tort)** caused by him to Railway Undertakings when making the railway infrastructure available for use and providing services, or by breaking legal rules, prescriptions of authorities, technical rules relating to the operation of the railway infrastructure, or by violating the provisions contained by the network access contract **and**

- ~~– in an illegal way and damage is imputable to the infrastructure manager~~
- ~~and~~
- ~~– causality between damage and the imputable action (default) is verified~~
- ~~and~~
- damage arose in connection with a non-hazardous operational **liability** activity.

## **§ 26 Liability of the infrastructure manager for damage resulting from its hazardous operational activity**

Infrastructure manager shall particularly but not exclusively be liable for damage (in accordance with rules for compensation of damage resulting from **highly risky** ~~the activity of hazardous operation~~ laid down in § **6:535** ~~345~~ of Civil Code) in cases if causality exists between the damage related to heavy current equipment and the dangerous operational activity of the infrastructure manager or between the damage and the running of operational (working) trains operated by the infrastructure manager.

Rules for the compensation of damage **related to** ~~resulting from~~ the activity of hazardous operation are specified in details by § 28.

## **§ 27 General rules of liability of the Railway Undertaking**

Railway Undertaking shall be liable in accordance with rules defined by **6:142 and 6:519** ~~339~~ of the Civil Code for all damage (**depending on the damage caused by breach of contract or by tort**) caused by him to the infrastructure manager in connection with the usage of the railway infrastructure and services or by breaking legal rules, prescriptions of authorities, technical rules relating to the railway transportation, or by violating the provisions contained by the network access contract, or when using the railway infrastructure **and**

- ~~1) in an illegal way and damage is imputable to the infrastructure manager and~~
- ~~2) causality between damage and the imputable action (default) is verified.~~  
 damage arose in connection with a non-hazardous operational **liability** activity.

Railway Undertaking is liable for damage belonging to the hazardous operation liability area and caused by Railway Undertaking during the use of the railway infrastructure, in accordance with rules for compensation of damage resulting from **highly risky** ~~activity of hazardous operation~~ laid down in § **6:535** ~~345~~ of Civil Code.

## **§ 28 Liability for damage resulting from activities of hazardous operation**

If damage was caused by more than one Railway Undertaking, or Railway Undertaking and the infrastructure manager caused it commonly due to their activity of high risk, **damage shall be paid to each other in proportion to their imputability**, ~~the general rules of liability shall apply to this relation between them.~~

If damage cannot be imputed to either of the parties ~~but can be attributed to abnormality occurred in the sphere of activity of high risk of one of parties,~~

~~damage parties~~, damage shall be compensated by the ~~latter~~ party whose sphere of activity of high risk resulted in abnormality causing damage.

If damage was caused to each other by abnormality occurred in the sphere of activity of high risk of both parties or and if such abnormality cannot be attributed to any of the parties, in lack of imputation, both parties shall bear their own damage.

Provisions implied in this § shall be applied to the relation between parties in the case if they cause damage commonly by carrying out an activity of high risk and by bearing their own damage in lack of imputation and abnormality.

#### **§ 46. Liabilities for damage caused by termination and suspension of the Network Access Contract with immediate effect**

That party which gave reason for the termination or suspension of the Network Access Contract with immediate effect shall be liable for damage caused. General Rules of the Civil Code shall apply to the compensation of damage and to the relief of liability.

#### **§ 49. Limitation**

2. Should the party entitled not be able to enforce a claim for excusable reasons, the limitation period is suspended. If the limitation period is suspended, the party may enforce the claim within one year from the elimination of the hindrance even if the limitation period has been expired or less than one year has been left of it. ~~This provision shall apply too, if the party entitled has granted a delay for executing the obligation after the expiry.~~ During this period there is no opportunity to suspend the limitation period. After interrupting the limitation period, only the one-year deadline period starts again.

3. Limitation period shall be interrupted by:

- acknowledgement of the liability by the party bound;
- modification of the claim through agreement -inclusive of compromise-;
- enforcing the claim in a judicial proceeding if the court brings legally final and binding decision;
- submitting the claim during the bankruptcy proceedings.

~~Limitation period shall be interrupted by a notice in writing reminding to the fulfilment of the claim, by enforcing the claim in a judicial proceeding, by~~

~~modification of the claim through agreement – inclusive of compromise – and at least by acknowledgement of the liability by the party bound.~~