

# **CAPACITY RESERVATION FRAMEWORK AGREEMENT**

## **MÁV Zrt.**

**2024-2025**

## **Capacity reservation Framework Agreement**

established between

**<Name of the Applicant other than a railway undertaking>**

Residence/address

Mailing address:

Account holding financial institution:

Number of bank account:

Address of invoicing:

Mailing address of invoice:

Tax number/tax identification number:

Statistical code, number of identification Card:

Registry court:

Registration number:

represented by:

as a non-railway-undertaking applicant entitled to reserve capacity (hereinafter referred to as a Non-RU Applicant),

and

**MÁV Hungarian State Railways Stock Company Limited**

Residence: 1087 Budapest, Könyves Kálmán krt. 54-60.

Mailing address: 1087 Budapest, Könyves Kálmán krt. 54-60.

Organisational unit of MÁV acting in concluding the Agreement and during the fulfilment of the Agreement

MÁV Zrt. Directorate-General for Infrastructure Management, Department of Infrastructure Management Services  
(1087 Budapest, Könyves Kálmán krt. 54-60.)

Account holding financial institution:

Kereskedelmi és Hitelbank Zrt.

Number of bank account:

10200971-21522347-00000000

Address of invoicing:

1087 Budapest, Könyves Kálmán krt. 54-60.

Mailing address of the invoice:

1426 Budapest, Pf. 24.

Tax number:

10856417-2-44

Statistical code:

10856417-5221-114-01

Registry court:

Registry Court of Municipal Court

Registration number:

01-10-042272

represented by:

as infrastructure operating railway company (hereinafter referred to as MÁV Zrt),

with a common wording Contracting Parties (hereinafter referred to as Parties).

as follows:

## **1. Introductory provisions**

In accordance with Act No CLXXXIII of 2005 on railway transportation (hereinafter referred to as Railway Act), a non-railway-undertaking applicant other than a railway undertaking entitled to reserve capacity (hereinafter referred to as Non-RU Applicant) is entitled to apply for basic, supplementary, additional and ancillary services (hereinafter referred to as rail network capacity) published in the actual Network Statement in force (hereinafter referred to as Network Statement) under conditions specified in the Network Statement, taking account of regulations set out in the Performance Regime.

MÁV Zrt has prepared this Agreement in conformity with relevant legal rules of the European Union as well as of Hungary.

## **2. Scope of the Agreement**

### **2.1. Temporal scope of the Agreement**

This Agreement is valid for an indefinite period from the day when both Parties sign the Agreement.

### **2.2. Material scope of the Agreement**

This Agreement applies to the application for rail network capacity.

## **3. Process of application for rail network capacity**

Non-RU Applicant shall submit its request for rail network capacity in writing in the train path requesting informatics system of the Rail Capacity Allocation Body (hereinafter referred to as Allocation Body), or if it is not available or is out of operation, in compliance with the provisions of the Network Statement. At the request of the Non-RU Applicant, MÁV Zrt, shall ensure a previous possibility for consultation about availability of the rail network capacity Non-RU Applicant intends to use.

Should Non-RU Applicant intend to use international freight corridors selected under the Regulation 913/2010/EU on a European rail network for competitive freight, it shall submit its request in the Path Coordination System operated by RailNetEurope (hereinafter referred to as PCS, a system for the harmonisation of international train path requests).

In accordance with the above, informatics system of the Allocation Body includes the allocated rail network capacity and detailed data of the order. Both the train path requesting informatics system of the Allocation Body and PCS contains allocated train paths for international corridors and detailed data of orders.

For the purpose of using the rail network capacity, Non-RU Applicant may transfer its right to use rail network capacity allocated to it by the Allocation Body to one Railway Undertaking in the manner that Non-RU Applicant appoints the Railway Undertaking.

In the case the request contains more than one traffic day – or in case of services more than one service day - different RUs can be designated to each day. In the case the path request contains service request too, different RU can be designated to the path request than to the service request. In case the request of the non-RU Applicant is for cohesive services derived from the 5th chapter of the NS, the designated RU should be the same for the services on the same day.

#### **4. Process of the use of the rail network capacity**

Not later than 10 days before the time for the use of the allocated rail network capacity, Non-RU Applicant shall appoint in the train path requesting informatics system of the Allocation Body the Railway Undertaking which will actually use the capacity. Non-RU Applicant may appoint in the train path requesting informatics system of the Allocation Body only such Railway Undertakings that have a network access contract of full force and effect (not under suspension) with the infrastructure manager, are effectively capable of using the rail network capacity and undertake to fulfil financial requirements under this Agreement.

Non-RU Applicant shall undertake the obligation that it appoints only such Railway Undertakings which are capable and entitled to fully implement those included in the capacity reservation request, and accept the appointment. Designated RU may declare the acceptance of designation within 48 hours from the designation.

Non-RU Applicant shall be liable for damages arising from the violation of the above mentioned obligations.

On the basis of the appointment performed by the Non-RU Applicant, Railway Undertaking is entitled to use the rail network capacity allocated to the Non-RU Applicant, and in addition to this capacity, Railway Undertaking may apply on his own for further rail network capacity at MÁV Zrt on the basis of its Network Access Contract.

Content, time frame of the use of the rail network capacity allocated by the Allocation Body as well as the user of the capacity can be found in the train path requesting informatics system of the Allocation Body. In case of an international corridor train path, content, time frame of the use of train path as well as the user of the train path can be found both in the train path requesting informatics system of the Allocation Body and in the PCS alike.

#### **5. Modification and cancellation of the rail network capacity**

Rules for modification and cancellation of service requests under the Network Statement shall apply also to the modification and cancellation of the rail network capacity allocated to the Non-RU Applicant with the following complement.

If Non-RU Applicant has already appointed the Railway Undertaking which will really use the allocated rail network capacity, Non-RU Applicant may modify this appointment even before the 10-day appointment limit.

In accordance with rules specified in the Network Statement, Non-RU Applicant may modify the parameters of the allocated rail network capacity before the 10-day time limit. for the appointment of a Railway Undertaking, or cancel that. Within the 10-days deadline for designation of a RU, non-RU applicant may change those parameters, which does not have any affect to the allocated capacity or the price quotation. If those parameters have to be modified which affect allocated capacity or price quotation, then a new capacity request shall be submitted, but single parameters can not be changed, but only cancelled. A new request can be submitted before the 10-days deadline for designation of a RU, therefore for a request cancelled within the designation deadline a new request for the same period cannot be submitted.

For Railway Undertaking appointed by Non-RU Applicant data of the application is accessible but Railway Undertakings are not entitled to modify the parameters of the allocated request or cancel that.

## **6. Procedure of accounting and invoicing, payment conditions**

Parties agree that the charge for the use of the rail network capacity allocated to Non-RU Applicant shall be paid to MÁV Zrt by that Railway Undertaking which was appointed by the Non-RU Applicant and really used the allocated rail network capacity.

MÁV Zrt shall deliver to the affected Railway Undertaking(s) a report suitable for certifying the performance (hereinafter referred to as monthly report) in accordance with the procedure laid down in the relevant Network Access Contract in force. This report shall be based on rail network capacity allocated to Non-RU Applicant and really used by the relevant Railway Undertaking(s) in the month of question.

On the basis of the monthly report received as described above, Railway Undertaking(s) may bring in a complaint in accordance with the procedure laid down in the relevant Network Access Contract in force. Regarding complaint(s) lodged by Railway Undertakings, MÁV Zrt shall ensure the right of inspection to the Non-RU Applicant in its relevant informatics system.

In terms of accounting, invoicing, complaining and paying of network access charges of rail network capacity allocated under current Agreement and really used by the affected Railway Undertaking(s), governing rules are the rules laid down in the relevant Network Access Contract in force between MÁV Zrt and the relevant Railway Undertaking.

## **7. Capacity restrictions, procedure in the event of track possession**

MÁV Zrt shall inform Non-RU Applicant of the emergency capacity restrictions introduced in order to allow for the safe running of trains if these restrictions affect rail network capacity allocated to the Non-RU Applicant. At the same time, MÁV Zrt shall inform also the Railway Undertaking appointed by the Non-RU Applicant for the use the allocated rail network capacity.

## **8. Representation and Contacts**

### **8.1. Representation**

For the sake of acting in business issues - if Non-RU Applicant is a legal entity and is not seated in Hungary or has no premises or branch in Hungary – Non-RU Applicant shall provide for a representative who is constantly present in Hungary, in the absence of such a representative, it shall appoint a delivery agent in Hungary. Non-RU Applicant shall appoint its representative/delivery agent in Hungary in a mandate that must be signed with an authorised signature. Non-RU Applicant shall immediately inform MÁV Zrt in writing of changes relating to the mandated person and his data.

## 8.2. Contacts

In respect of the current Agreement and the fulfilment of this Agreement, Parties shall mutually appoint contact person(s). Parties are obliged to provide for substitution.

Non-RU Applicant shall supply to MÁV Zrt the name and availability of its contact persons using the Data Sheet published by MÁV Zrt on its website. Data Sheet shall be signed with an authorised signature.

MÁV Zrt shall publish the name and availabilities of its contact persons on its website.

Should the contact person and his availability be changed, Parties shall notify each other thereof within 10 days after the change or after the registration of the change by the Registry Court. Non-RU Applicant agrees that MÁV Zrt enters and keeps in its informatics systems data supplied in the Data Sheet.

## 9. Modification of the Agreement

This Agreement can be modified exclusively in writing with the common agreement of Parties with the signature of those authorised to sign.

Parties explicitly state that any amendments to legal rules, annulment of legal rules referred to in the Agreement shall not be considered to be modification of the Agreement. Under legal rules referred to in the Agreement, legal rules in force shall be understood in every case.

## 10. Termination of the Agreement

Parties may cancel this Agreement by a normal termination, with a termination of immediate effect, as well as upon mutual consent.

In case of termination of this Agreement, MÁV Zrt is entitled under current Agreement to withdraw rail network capacity allocated to the Non-RU Applicant but not used, however MÁV Zrt shall ensure the provision of services the fulfilment of which began before the entering into force of the termination of the Agreement.

### 10.1. Normal termination of the Agreement

Parties agree that any of the Parties is entitled to terminate this Agreement with a 90 days' notice, without giving reasons of termination, in a unilateral statement in writing addressed to the other Party.

### 10.2. Termination of the Agreement with immediate effect

Should any of the Parties break the Agreement by its behaviour, other Party shall request this Party to stop violation of the Agreement. Party breaking the Agreement shall immediately fulfil this request, but not later than by the time appointed in the request. This time limit may not be shorter than 8 days unless any legal rule or authority decision defines a shorter time limit. Should either MÁV Zrt or Non-RU Applicant not fulfil the request within the appointed time limit and not apologise for its delay, Agreement can be terminated with immediate effect with a justified statement in writing with a reference that in to the violation of the Agreement.

MÁV Zrt may terminate this Agreement with immediate effect in the following cases:

- if Non-RU Applicant under the scope of the Agreement has not appointed any Railway Undertaking for the use of the rail network capacity 10 times according to examinations carried out at any time during a timeframe of 180 days.
- if a competent registry Authority or Court in its final order decides on liquidation, forced annulment, final accounting of the Non-RU Applicant,
- if Non-RU Applicant is under bankruptcy proceedings,
- if Non-RU Applicant seriously breaks Agreement in other respects.

Non-RU Applicant may terminate this Agreement with immediate effect, if MÁV Zrt seriously violates the Agreement.

### **10.3. Termination of the Agreement upon mutual consent**

Parties may terminate this Agreement upon mutual consent under conditions stipulated therein.

### **11. Obligation of providing information, confidentiality**

Parties are obliged to inform each other without delay of all the essential acts, circumstances, data in relation to the establishment, fulfilment of the Agreement that influence any matter, circumstance in connection with the establishment, fulfilment of the Agreement.

Parties shall mutually compensate for damages arising from the failure in fulfilling the obligation to provide information in compliance with rules laid down in Act V of 2013 on Civil Code (hereinafter referred to as Civil Code).

Language of the communication under this Agreement shall be the Hungarian language.

Parties shall undertake the obligation to handle every such fact, data, and information, document confidentially which are qualified by the other Party a trade secret.

Parties shall be bound not to give out, publish or in any other way make available to third parties without the preliminary approval in writing of the other Party the current Agreement or such parts of the Agreement, or data, information, documents relating to the Agreement which are qualified by the other Party a trade secret.

Party who obtains confidential information from the other Party within the framework of discussions or in the course of fulfilment of this Agreement may use the information only for the purpose for it was provided. This obligation shall exist after the termination of the Agreement for an indefinite time.

Both Parties are entitled to publish, issue - also without prejudice to confidentiality - such data, information obtained in connection with this Agreement, the obligation of publishing or issuing of which lies upon Parties, by the virtue of legal rules including particularly the provisions of Act CXII of 2011 on the right to self-determination in information and the freedom of information, or by the virtue of orders of the court or authorities.

Parties shall be liable for damages caused by them by breaking the obligation of confidentiality.

Parties are obliged to immediately inform each other of the occurrence and the end of exceptional events in a provable form. Information shall include a presentation of the developed situation, measures

influencing the reserved rail network capacity, as well as measures taken in order to eliminate exceptional event occurred.

That Party whose obligation is to provide information shall be liable for damages caused by the failure to provide information.

All sorts of liability for the failure to whatever obligation for providing information defined by relevant legal rules, Network Statement and current Agreement lies with the Party who failed to provide information.

## **12. Liability**

In terms of liability, provisions of the Civil Code shall be the governing law.

As regards of damages deriving from the operation of the dangerous business, Parties shall act in compliance with the Civil Code.

## **13. Other provisions**

In issues not regulated in this Agreement, relevant provisions in force of the Civil Code, Railway Act and Network Statement shall apply.

In terms of this Agreement, Parties shall consider as governing law the provisions of the Civil Code, Railway Act and other relevant Hungarian legal rules and relevant legal rules of the European Union.

Parties shall primarily settle disputes arising in connection with the Agreement amicably. Should discussions end without a result, Parties shall bring an action to the competent Court having jurisdiction in conformity with Act CXXX of 2016 on Civil Procedure.

Parties shall note that in the event when under the scope of this Agreement another business company will take over the main functions of MÁV Zrt and will acquire a national railway operation licence thereto, this business company shall be entitled to replace MÁV Zrt in its position under this Agreement and to assume the obligations of MÁV Zrt, to exercise its rights without requesting any additional endorsement of the other Party, provided that this contractual succession will not prejudice the rights of the other Party and will not make the fulfilment of its obligations harder.

With a special regard to Paragraph 3:31 of the Civil Code, representatives of Parties signing this Agreement declare with their signature that, and take full personal responsibility for ensuring that in respect of this Agreement their rights to representation are not limited and making a statement is not subject to any conditions and approval. If making a statement towards a third party by the Signatories is subject to conditions or approval, Parties declare by signing this Agreement that conditions are fulfilled or they obtained the necessary approval or the limitation does not apply to concluding and signing this Agreement. Parties lay down that full liability arising from the breach of the possible limitation lies with the Signatory, limitation is not effective in the respect of the other Party, and no consequences thatof will burden the other Party.

This Agreement was prepared in three (3) identical formulation copy, out of which two (2) copies remains with MÁV Zrt and one (1) copy remains with the Non-RU Applicant. Parties shall sign this Agreement as the one that complies with their will in every respect.



Done in Budapest, 20.....

....., 20.....

MÁV Zrt.

<Name of the Non-RU Applicant>

<Name of the representative authorised to sign>

<Position of the representative authorised to sign>