

Appendix 3.2.1

MODEL OF SPECIAL TERMS AND CONDITIONS OF THE CONTRACT FOR THE USE OF THE INFRASTRUCTURE OF THE NATIONAL RAIL NETWORK

BETWEEN

SNCF RESEAU SA¹, entered on the Bobigny Trade and Companies Register under No. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, represented by Arnaud SOHIER, Sales Director,

Of the first part,

AND

The RU railway undertaking, hereinafter referred to as "**name of RU**" or "**RU**", (*legal form*) with a share capital of €....., registered in (*City*) under the number, whose registered office is situated at (*address*), represented by (*surname, first name and position of the signatory*),

On the other hand,

Hereinafter referred to collectively as the "Parties" or individually as a "Party",

The following has been agreed:

¹ As of 1 January 2020, SNCF Réseau will become a public limited company with public capital. The Infrastructure Manager shall remain a public industrial and commercial undertaking during the 2020 timetable between 15 December 2019 (at 00:00) and 31 December 2019. This change of legal form does not affect in any way the provisions of these Special Terms and Conditions to the contract for the use of the infrastructure.

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CHAPTER I – GENERAL INFORMATION

ARTICLE 1 - PURPOSE

These Special Conditions (hereinafter referred to as the "present contract") have the purpose of specifying the special administrative, technical and financial conditions for the railway undertaking's use of the national rail network infrastructure.

The present special conditions are governed by the general conditions of the contract for the use of the national rail network, which together form the Contract.

ARTICLE 2 - PERIOD OF VALIDITY

The validity period of this contract extends to the 2020 timetable, except for the complete settlement of sums due by SNCF Réseau or the RU.

This contract cannot be tacitly renewed.

ARTICLE 3 - TRANSPORT SERVICES

The RU declares that the Contract applies to its *freight/passenger* (*) transport services performed on the national rail network as mentioned in the security certificate issued on by the Railway Safety Authority (EPSF), and its possible complements, for which it uses the rolling stock described in the technical files of the safety certificate application.

(*) *Delete where not applicable.*

ARTICLE 4 – PERFORMANCE IMPROVEMENT OBJECTIVE

In accordance with Articles 6.4 of the Network Statement and 8.2 of the General Conditions of the Contract for infrastructure use, the RU's performance improvement objective is set at:% in comparison to the reference period data (date to date) validated by the governance body of the SAP.

The performance improvement objective defined for SNCF Réseau is:%.

CHAPTER II – INFRASTRUCTURE USAGE SERVICES OF THE NATIONAL RAILWAY NETWORK

The usage services of the national rail network infrastructure are provided to the railway undertaking which makes the request under the conditions provided for by the regulations in force, the Network Statement (particularly chapters 3, 5 and 6), the passenger station reference document (if applicable), the General Conditions and the clauses below.

ARTICLE 5 – ELECTRICAL POWER SUPPLY

1/ The RU chooses SNCF NETWORK as supplier of the traction current:

- For electric motors equipped with remote meter reading, the RU is invoiced monthly based on its actual consumption taken from the SOCLE megawatt-hour (MWh) readings.

The annual MWh price is specified in Appendix 6.5 of the Network Statement.

- For electric motor vehicles not equipped with remote meter reading, the RU is invoiced monthly in electric train-kilometres (TKE).

The annual TKE price is specified in Appendix 6.5 of the Network Statement.

In the event that the RU decides to purchase traction power from a supplier other than SNCF Réseau during the year, the RU shall inform SNCF Réseau by registered letter with acknowledgement of receipt addressed to the person designated in Article 11, subject to three months' notice. A penalty for early termination will be applied in accordance with the provisions of Articles 6.2.2.2 and 6.7.2.2 of the Network Statement.

OR

2) The RU does not choose SNCF RÉSEAU to supply traction current and declares having:

- contracted an invoicing service with the Réseau de Transport d'Electricité (RTE) on the
- appointed a flow balance manager;
- designated the infrastructure manager(s) to remotely read the electrical energy metering and transmit the related data to SNCF Réseau (if the infrastructure manager responsible for remotely reading the electricity metering is not SNCF Réseau).

If the RU requests traction power supply from SNCF Réseau during the year, the applicable price for the RU will be calculated in accordance with the principles and procedures set out in Article 6.2.2.2 of the Network Statement and invoiced monthly in TKE.

ARTICLE 6 - "CANIF BADGES" REFERENT

The "CANIF badges" representative of the RU is: *(name, function, phone, email)*.

CHAPTER III – TERMS OF INVOICING AND PAYMENT OF CHARGES FOR THE USE OF THE NATIONAL RAILWAY NETWORK (MAIN TRACKS)

ARTICLE 7 - INVOICING TERMS

Invoices and summary tables relating to the facilities and services provided will be sent to the RU at the following address:

(To complete)

With each invoice, SNCF Réseau provides the detailed supporting documents, the model of which is described in the document "Description of the Detailed Supporting Documents and the Special Supporting Documents, version 1.2.1" delivered to the railway undertaking. These supporting documents will be available on a secure site.

SNCF Réseau will send the address of this site and the access codes by e-mail to the following designated RU contact person:

Surname/First name: *(to be completed)*

Email: *(to be completed)*

SNCF Réseau undertakes to inform the railway undertaking by registered letter with acknowledgement of receipt of the modification of the data communication format, subject to six months' notice, unless the ARAFER recommends, or legislative or regulatory provisions lead SNCF Réseau to reduce this six-month period.

ARTICLE 8 – TERMS OF PAYMENT

The railway undertaking shall pay the invoices issued by SNCF Réseau in accordance with the conditions laid down in the Network Statement and the General Conditions.

On the payment date, the RU will provide SNCF Réseau with the payment details at the following e-mail address: compta_clients@reseau.sncf.fr

The SNCF Réseau bank details are:

Account holder: SNCF RESEAU péages

Domiciliation: PARIS OPERA

Bank code: 30003

Account number: 03620 00020216907

RIB: 50

IBAN: FR76 30003 03620 00020216907 50

BIC-ADDRESS SWIFT: SOGEFRPPHPO

The RU's bank account details are the following: *(To complete)*

Account holder:

Domiciliation:

Bank code:

Account number:

RIB:
IBAN:
BIC ADDRESS SWIFT:

No reductions shall be granted for early payment.

ARTICLE 9 – DISPUTING INVOICES

Invoices issued by SNCF Réseau may be challenged by the RU within one year of their due date in accordance with the procedure described in Appendix 7 of the Network Statement.

CHAPTER IV – MISCELLANEOUS

ARTICLE 10 - AMENDMENT

Any modification made to the stipulations of the Contract must be the subject of a written amendment, except for the modifications agreed between the Parties and referred to in Articles 7 (address, contact), 8 (bank details) and 11 which are negotiated by exchange of registered letters with acknowledgement of receipt.

ARTICLE 11 – COMPLETENESS

The present Contract represents the entirety of the Parties' obligations.

It is expressly stated that all documents and verbal exchanges prior to the entry into force of the Contract shall not be used, directly or indirectly, as elements of interpretation or reference for the interpretation of the Contract.

Drawn up in two original copies, one for each of the Parties.

On

For SNCF Réseau

Arnaud SOHIER
Group Business Development Director

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For the RU