

# **GENERAL CONTRACT OF USE FOR WAGONS**

# **GCU**

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## PREAMBLE

The use of wagons by railway undertakings (RU)\* as a means of transport necessitates the adoption of contractual provisions setting out the rights and obligations of each party.

To improve the efficiency and competitiveness of railway freight traffic, the wagon keepers\* and RUs listed in Appendix 1 hereby agree to apply the provisions of this

GENERAL CONTRACT OF USE (GCU).

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\* Terms marked with an asterisk (\*) are explained in Appendix 2 (Definitions).

**CHAPTER I**  
**OBJECT, SCOPE OF APPLICATION, TERMINATION,**  
**FURTHER DEVELOPMENT OF THE CONTRACT,**  
**DICONTINUANCE OF BEING A SIGNATORY**

**Article 1: Object**

1.1 This contract, including its appendices, sets out the conditions for the provision of wagons for use as a means of transport by RUs in national and international traffic within the scope of application of the COTIF in force.

Commercial conditions for the use of wagons are outside the scope of this contract.

1.2 The provisions of this contract shall apply to wagon keepers and RUs\* as users of wagons.

1.3 Use of a wagon includes the loaded run and the empty run, as well as cases in which the wagon is in the custody of a signatory RU.

1.4 Use and custody begin when the wagon is accepted by the RU and end with the handover of the wagon to the keeper or to some other authorised party, for example another signatory RU, the contractual consignee of the goods carried or the operator of private sidings authorised to take delivery of the wagon.

**Article 2: Scope of application**

2.1 This contract shall take precedence in international rail traffic over the CUV Uniform Rules (Annex D to the 1999 COTIF) and in domestic rail traffic over any national regulations that may be applicable, to the extent that this is admissible.

2.2 Admission shall be effective from the first day of the following quarter of the year, provided that the application has been received by the GCU Bureau at least one month before.

2.3 The provisions of this multilateral contract shall apply between the signatories to the extent that they have not concluded other provisions between themselves.

2.4 The GCU Bureau shall publish an updated list of signatories every three months on 1 January, 1 April, 1 July and 1 October of each year.

**Article 3: Termination**

Any signatory may withdraw from this contract at the end of each calendar year subject to notice of at least six months in a written declaration to be sent to the GCU Bureau. Termination and the date from which it becomes effective shall be notified to signatories through the quarterly list referred to in Article 2.4.

**Article 4: Further development of the contract**

The parties to the GCU shall adopt an Internal Regulation (Appendix 8) for the further development of the contract. The GCU Bureau shall be responsible for editing and coordinating any such modifications of the GCU.

**Article 5: Discontinuance of being a signatory**

If due amounts of more than 100 EUR owed by a signatory according to section I point 12 of Appendix 8 have been outstanding for more than six months and after an additional request for payment are not paid by the signatory within two months after the request has been sent, the discontinuance of its being a signatory shall be published in the quarterly list of signatories according to article 2.4. From then on it shall be considered to be a third party according to articles 16 and 17.

**Article 6:** in abeyance

<b>CHAPTER II</b> <b>OBLIGATIONS AND RIGHTS OF THE WAGON KEEPER</b>
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**Article 7: Technical admission and maintenance of wagons**

- 7.1** The keeper shall ensure that his wagons are technically admitted\* in accordance with the European legislation in force and that they remain so throughout the period of their use.
- 7.2** The keeper must furnish proof to user RUs on request that the maintenance of his wagons is compliant with the legislation in force.
- 7.3** The keeper must allow the RUs to conduct any inspections on wagons that may be necessary, in particular those referred to in Appendix 9.

**Article 8: Inscriptions and signs on the wagon. Identification of the wagon**

Without prejudice to the regulations in force, wagons shall carry the following inscriptions:

- indication of the keeper
- inscriptions and signs on the wagons as shown in Appendix 11
- where appropriate, the home station or region\*.

**Article 9: Keeper's right of deployment**

- 9.1** The keeper shall have control over his wagons.
- 9.2** Except when justified for reasons of safety, only the keeper shall be authorised to issue instructions to RUs regarding the use of his wagons.
- 9.3** The keeper shall provide the RUs with the instructions necessary for the carriage of empty wagons in good time.
- 9.4** Any request from a keeper for his wagons not to be handed over to certain RUs, whether signatory or third party, shall be met.

<b>CHAPTER III</b> <b>OBLIGATIONS AND RIGHTS OF RUS</b>
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**Article 10: Acceptance of wagons**

Subject to compliance by the keeper with the obligations incumbent on him under the provisions of Chapter II, RUs shall accept wagons within the scope of their commercial services\* offered.

**Article 11: Refusal of wagons**

An RU may refuse wagons if

- their acceptance is prohibited by a competent authority;
- it is temporarily impossible to accept them for operating reasons specific to the RU concerned;
- there are exceptional circumstances beyond the control of the RU (cases of force majeure in particular) that temporarily prevent the wagons being accepted;
- the condition of the wagon does not meet technical and maintenance regulations or conform to current loading guidelines.

An RU may not refuse its own wagons when they are empty and in running order.

**Article 12: Handling of wagons**

Each RU shall handle wagons with care and due diligence and shall carry out the inspections laid down in Appendix 9. Similarly, it shall carry out in particular all the safety-related inspections needed on wagons, irrespective of their keeper. The costs relating to these routine inspections shall not be separately invoiced to the keeper.

**Article 13: Wagon periods for carriage and liability**

**13.1** The periods for carriage for loaded wagons shall depend on the transit period for the goods being conveyed. Periods for carriage for empty wagons shall be determined by agreement. In the absence of such an agreement, the periods set out in Article 16 of the CIM for wagon-load consignment shall apply.

**13.2** The user RU shall not be held liable for exceeding the periods for carriage when this is caused by:

- the fault of the keeper,
- an order placed by the keeper not resulting from a fault of the user RU,
- a defect on the wagon or its load,
- circumstances that the user RU could not avoid and the consequences of which it could not prevent,
- justified refusal of the wagon or shipment as covered by Article 11.

**13.3** If these periods are exceeded for a reason ascribable to an RU, the keeper may claim compensation for loss of use of the wagons. Unless otherwise agreed, the amount of compensation for loss of use shall be calculated from Appendix 6. This amount, added to the compensation for damage specified in Article 23.2, may not exceed the amount payable for loss of the wagon. It shall be charged in addition to the compensation for loss granted under Articles 20.3 or 23.1.

#### **Article 14: Deployment of empty wagons**

- 14.1** The RU shall execute the instructions given by the keeper for the carriage of empty wagons within the scope of their commercial services offered.
- 14.2** Empty wagons shall be forwarded under cover of a Wagon Note\* (see Appendix 3).  
The arrangements for the use of the Wagon Note are set out in the Wagon Note Guide of the CUV (GLW-CUV), published by the International Railway Transport Committee (CIT).
- 14.3** If the keeper has failed to issue instructions by the time the RU takes the wagon back after unloading at the latest, the RU shall be obliged to send the wagon back to its home station or region or to any other previously agreed station.

#### **Article 15: Information to be supplied to the keeper**

- 15.1** The user RU shall provide the keeper with all the information necessary for operation and maintenance of the wagons.
- 15.2** The RUs shall provide the keepers of the wagons they use with information from their operating and data recording systems on the kilometric performance actually carried out by the wagons.

#### **Article 16: Handover of a wagon to third parties**

An RU that hands over a wagon to a third party without the authorisation of the keeper shall be liable to the latter in particular for any damage that may result. The liability of the third party remains unaffected.

#### **Article 17: Acceptance of wagons from third party keepers**

This contract shall also apply to wagons belonging to keepers that are not signatories of the GCU but are accepted by a signatory RU.

In this case, the RU that has accepted the wagon is considered to be its keeper vis-à-vis the other parties to the contract.

<p><b>CHAPTER IV</b></p> <p><b>ASCERTAINMENT AND HANDLING OF DAMAGE TO WAGONS</b></p> <p><b>IN THE CUSTODY OF AN RU</b></p>
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**Article 18: Ascertainment of damage**

- 18.1** When damage to a wagon or the loss or damage of the removable accessories mentioned on the wagon are discovered or presumed by an RU or the keeper claims they exist, the RU shall without delay and, if possible, in the keeper's presence, draw up a wagon damage report (as per Appendix 4) documenting the nature of the damage or loss and, insofar as possible, the cause and the time it took place.
- 18.2** When the damage or loss of parts does not prevent use of the wagon in traffic, the keeper does not need to be invited when the damage or loss is recorded.
- 18.3** A copy of the wagon damage report shall be sent to the keeper without delay.
- 18.4** If the keeper does not accept the contents of the wagon damage report, he may ask for the nature, cause and extent of damage to be recorded by an expert appointed by the parties to the contract or by judicial means. This procedure shall be subject to the law of the country in which it takes place.
- 18.5** When a wagon sustains damage or loss of a part and is unable to run or be used as a result, the RU shall also inform the keeper immediately, providing the following information as a minimum:
- the wagon number
  - the status of the wagon (loaded or empty)
  - the date and place it was withdrawn from service
  - reason for withdrawal from service
  - details of the department to contact
  - probable duration of wagon unavailability (up to 6 working days; more than 6 working days).

**Article 19: Handling of damage**

- 19.1** The RU shall arrange for the wagon to be put back to running order in accordance with the provisions of Appendix 10. If the cost of repairs is more than 750 EUR, the agreement of the keeper must first be sought, except in the case of brake block replacements. If the keeper does not respond after 2 working days (not including Saturdays) the repair work shall go ahead.
- 19.2** If the cost of repairing the damaged wagon is greater than the compensation calculated according to Appendix 5, the wagon shall be considered beyond repair from an economic point of view.
- 19.3** When the damage does not affect the wagon's suitability to run, but makes its use difficult, the RU may carry out work to make the wagon fit for use again without the keeper's agreement, up to an amount of 750 EUR. By agreement with the keeper, the RU may be authorised to carry out additional work.
- 19.4** On completion of the repairs and failing any specific instructions from the keeper, the RU shall forward the wagon to the destination station for which it was initially bound.

**19.5** In all cases where the RU carries out - or arranges to have carried out - repair work in application of the provisions of Appendix 10, it shall do so with all due care, making use of approved workshops and approved materials. The RU shall provide detailed information of the work carried out to the keeper.

**19.6** Management of spare parts is covered in Appendix 7.

**19.7** Coverage of the cost of repair work is dealt with in Chapter V.

#### **Article 20: Handling of lost wagons and removable accessories**

**20.1** A wagon shall be considered lost if it is not placed at the keeper's disposal within three months following the day of receipt of his search request by the RU to which he provided the wagon, or if the keeper has received no indication on the whereabouts of the wagon. To this period shall be added the time during which the wagon is immobilised for any reason not ascribable to the RU or because of damage.

**20.2** A piece of removable accessory mentioned on the wagon shall be considered lost if it is not returned with the vehicle.

**20.3** If an RU is liable, it shall pay the keeper:

- for a lost wagon, compensation calculated in accordance with Appendix 5
- for lost accessory, compensation amounting to the value of the part in question.

**20.4** The keeper, on receiving the compensation, may request in writing to be notified when the wagon (or removable accessory) is found. In this case, the keeper may require that within six months of receiving the notification, the wagon (or removable tackle) be returned to him against repayment of the compensation received. The period between payment of compensation for loss of the wagon and repayment thereof by the keeper shall not qualify him for any compensation for loss of use.

#### **Article 21: Handling of bogies**

The provisions of this chapter shall apply in the same way to the handling of bogies.

<p>CHAPTER V</p> <p><b>LIABILITY IN THE EVENT OF LOSS OF OR DAMAGE TO A WAGON</b></p>
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**Article 22: Liability of the user RU**

**22.1** The RU which has custody of a wagon shall be liable to the keeper for any loss of or damage to the wagon or accessories unless it proves that the damage was not caused by fault on its parts.

**22.2** The RU shall not be liable if it brings proof of one of the following:

- circumstances that the RU was not able to avoid and the consequences of which it could not prevent;
- fault of a third party;
- insufficient maintenance by the keeper when the RU can prove that the wagon was properly used and inspected;
- fault of the keeper.

If the RU is found to be partly responsible, the damage shall be borne by the responsible parties in proportion to their respective share of responsibility.

The keeper cannot cite the existence of a hidden defect on his wagon as proof that there was no fault of his part.

**22.3** The RU shall not be liable for:

- loss of or damage to removable accessories that is not listed on both sides of the wagon;
- loss of and damage to removable tackles (filling hoses, tools, etc.),  
provided that it cannot be shown to be at fault.

**22.4** To facilitate the handling of damage and take account of the normal wear and tear of the wagon, the quality of its maintenance and its use by third parties, the damage catalogue in Appendix 12 shall be applied as follows:

- damage assigned to the keeper shall be borne by the keeper; independently of this, the keeper may, for damage in excess of 750 EUR, seek recourse against an RU, if he can bring proof that the RU in question was at fault,
- damage assigned to the RU shall be borne by the user RU up to a maximum of 750 EUR,
- damage assigned to the RU in excess of 750 EUR shall be handled in accordance with the provisions of Article 22.1.

### **Article 23: Amount of compensation**

- 23.1** In case of loss of the wagon or its accessories, the amount of compensation shall be calculated in accordance with Appendix 5.
- 23.2** In case of damage to the wagon or its accessories, compensation shall be limited to the cost of repairs. Compensation for loss of use shall be granted in accordance with Article 13.3. When a request is sent to the keeper for spare parts to carry out repair work, the period of loss of use shall be suspended between the date of the request and the date on which the parts are received. Compensation may not exceed the amount that would be payable for loss.

### **Article 24: Liability of previous users**

- 24.1** When the RU which has custody of a wagon is not liable, each previous user in the current chain of use (loaded or empty run) shall be liable to the keeper for any damage to the wagon and for the loss of or damage to its accessories in accordance with Article 22, if the subsequent RUs in the chain of use could exonerate themselves under the terms of Article 22.
- 24.2** Outside of the current chain of use, previous user shall only be liable to the keeper if the keeper can prove that this user caused the damage and if this user cannot exonerate himself under Article 22.

### **Article 25: Obligation to mitigate losses**

When payment is made for damage caused to wagons, the parties to the contract shall abide by the general principles associated with the obligation to limit the resulting losses.

### **Article 26: Settlement of damages**

The user RU or workshop acting as its auxiliary shall invoice the cost of repairing the wagon to the keeper, with the exception of costs for which the user RU is liable under the terms of Article 22. When the previous user is liable for the damage, the keeper shall send that user an invoice for the cost of the repairs for which he was himself invoiced by the user RU or workshop. The keeper may claim compensation for loss of use, in accordance with Article 13.

<b>CHAPTER VI</b> <b>LIABILITY IN THE EVENT OF DAMAGE CAUSED BY A WAGON</b>
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**Article 27: Principle of liability**

- 27.1** The keeper or a previous user subject to this contract shall be liable for damage caused by the wagon when they can be shown to be at fault. The liable party shall indemnify the user RU against any third party claims if the user RU is not at fault.
- 27.2** Where the user RU is partly responsible, the compensation shall be borne by each party in proportion to its respective share of responsibility.
- 27.3** When a third party is responsible or partly responsible for the damage, the parties to the contract shall claim compensation for the damage primarily from this third party.
- 27.4** To simplify and speed up the procedure in cases of less significant damage, the user RU may, in its general conditions of sale, specify an amount<sup>1</sup> per occurrence of damage up to which it will waive its rights vis-à-vis the keeper or the previous user even when they are at fault. This shall not apply in cases of wrongful intent or gross negligence on the part of the keeper or previous user.
- 27.5** An RU may propose to co-insure a keeper under its own civil liability insurance.
- 27.6** Where the liability of the keeper is not covered under Articles 27.4 and 27.5, the keeper shall be required to provide proof of civil liability insurance in accordance with national legislations.

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<sup>1</sup> It is recommended that RUs set this amount at 17 000 EUR.

**CHAPTER VII**  
**LIABILITY FOR STAFF AND OTHER PERSONS**

**Article 28: Principle of liability**

The contracting parties shall be liable for their servants and other persons whose services they make use of for the performance of the contract, when these servants and other persons are acting within the scope of their functions.

<b>CHAPTER VIII OTHER PROVISIONS</b>
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**Article 29: Loading guidelines**

The RUs shall ensure that shippers comply with the UIC loading guidelines in force.

**Article 30: Accountancy and payment**

The EURO (ISO code: EUR) shall be used as the sole monetary unit for all accounts and payments.

**Article 31: Obligation to pay damages**

When a signatory fails by its own fault to meet an obligation which is due under this contract, he shall compensate the affected signatory for the direct damages suffered.

**Article 32: Competent jurisdiction**

Unless otherwise agreed between the parties, the competent jurisdiction shall be that in which the defendant is established.

**Article 33: Limitation**

**33.1** The period of limitation for actions based on chapter III shall be one year. The period of limitation for actions based on chapter III shall be one year. The period of limitation for actions based on chapters V and VI shall be three years.

**33.2** The period of limitation shall run as follows:

- a) for claims brought under chapter III, from the day when the agreed period or the periods specified in the CIM expire;
- b) for claims brought under chapter V, from the day when the loss of or damage to the wagon was recorded or the day when the keeper could consider the wagon or the accessories lost in accordance with Article 20;
- c) for claims brought under chapter VI, from the day on which the damage occurred.

**Article 34: Languages**

This contract is drawn up in English, French and German, each of the three versions being equally binding.

**Article 35: Entry into force**

This contract shall enter into force on 1.7.2006



**APPENDIX 1  
TO THE GENERAL CONTRACT OF USE**

<b>LIST OF SIGNATORY KEEPERS AND RUs</b>
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This appendix must list:

- Head office
- Name
- Keeper or RU

List of addresses in another document annexed to the appendix (postal address, email and/or fax number)



## **APPENDIX 2 TO THE GENERAL CONTRACT OF USE**

<b>DEFINITIONS</b>
--------------------

### **COMMERCIAL SERVICE**

Denotes the services and commercial conditions offered by an RU to keepers and other RUs. These services comprise, in particular, the routes served, the products or goods accepted in the trains, the different ways of carriage and the prices of the services provided.

### **COMPETENT NATIONAL AUTHORITY**

The national authority responsible for technical admission in accordance with the laws and regulations in force in each country.

### **HOME STATION; GEOGRAPHICAL AREA**

Home station: designated station marked on the wagon and to which an empty wagon must be sent if no other instruction is received from the keeper.

Geographical area: geographical area covering a number of stations in a given region to which an empty wagon must be returned if no other instruction is received from the keeper.

### **INFRASTRUCTURE MANAGER**

Any entity or undertaking responsible in particular for the establishment and maintenance of railway infrastructure. This may also include the management of infrastructure control and safety systems. The functions of infrastructure manager across all or part of a network may be entrusted to several different entities or companies.

### **PREVIOUS USER**

An RU that used a wagon of which it was not the keeper, having subsequently handed it over to another RU for use.

### **RAILWAY UNDERTAKING**

Any public or private undertaking, licensed according to applicable Community legislation, the principal business of which is to provide services for the transport of goods and/or passengers by rail with a requirement that the undertaking must ensure traction; this also includes undertakings which provide traction only.

### **TECHNICAL ADMISSION**

Procedure by the competent national authority to approve a railway vehicle for running.

## **TSI**

Technical Specification for Interoperability for the trans-European conventional rail system.

### **WAGON KEEPER**

Means the person who exploits a wagon economically in a permanent manner as a mean of transport.

The keeper is the entity whose company name mentioned as such on the wagon itself and / or in the official register.

In this General Contract of Use, the term "keeper" refers either to the keeper himself or another party authorized by him, if applicable.

### **WAGON IN RUNNING ORDER (operating term)**

Wagon that is in running order on its own wheels in freight trains under normal operating conditions, where appropriate at the end of a train, without representing a hazard for operations.

### **WAGON NOTE**

Forwarding and deployment document accompanying a wagon making an empty run (see specimen in Appendix 3).

**APPENDIX 3  
TO THE GENERAL CONTRACT OF USE**

**WAGON NOTE**



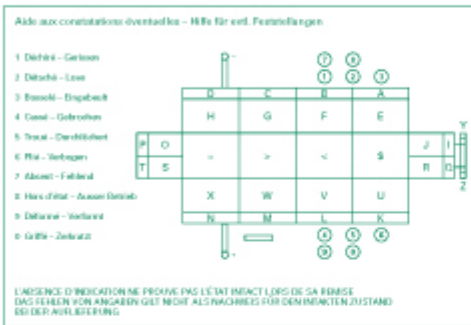


Sections de taxation (suite) – Frechtberechnungsabschnitte (Fortsetzung)		Frais – Frohe		Roi da – Überweisung	
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À remplir par l'entreprise de transport combinée ou le client/remettant  
Durch das Unternehmen des Kombinierten Verkehrs oder den Kunden/Auflieferer auszufüllen

À remplir par une entreprise qui convient - Destinataires adresses  
(Cases - Felder 20, 22, 25, 55)

<p>Nonobstant toute clause contraire, le transport est soumis aux Règles unifiées CIM. Sont en outre applicables les conditions générales de l'entreprise de transport combinée.</p> <p>Die Beförderung unterliegt auch bei einer gegenseitigen Abmachung den Einheitslichen Rechtsvorschriften CIM. Außerdem sind die Allgemeinen Geschäftsbedingungen des Unternehmens des kombinierten Verkehrs anwendbar.</p>		<p><input type="checkbox"/> Lettre de voiture CIM transport combiné Frachtbrief CIM Kombierter Verkehr</p> <p><input type="checkbox"/> Lettre wagon CUV transport combiné Wagenbrief CUV Kombierter Verkehr</p>		<p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47</p>	
<p>1 Expéditeur (nom, adresse) - Absender (Name, Anschrift)</p> <p>2</p> <p>Signature Unterschrift</p> <p>N° TVA MWS. Nr.</p> <p>3 Client/Remettant - Kunde/Auflieferer</p> <p>4 Destinataire (nom, adresse, pays) Empfänger (Name, Anschrift, Land)</p> <p>N° TVA MWS. Nr.</p> <p>5 Client/Réceptionnaire - Kunde/Abholer</p>		<p>6 N° - Nr.</p> <p>7 Déclarations de l'expéditeur Erklärungen des Absenders</p> <p>8 Annexe - Beilage</p>		<p>9 Référence expéditeur - Absender-Referenz</p>	
<p>10 Lieu de livraison Ablieferungsort</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p>		<p>16 Période en charge Übernahme</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p>		<p>16 Période en charge Übernahme</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p>	
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## APPENDIX 5 TO THE GENERAL CONTRACT OF USE

### METHOD FOR CALCULATING THE RESIDUAL VALUE OF A WAGON

In application of Article 19.2, the residual value of a damaged wagon shall be calculated in accordance with the principles set out below.

The keeper may choose between a flat-rate calculation method as outlined in points 1 to 4 below or a specific calculation of the residual value with proof of the actual damage sustained.

#### 1) Calculation of the replacement value

The initial value of a wagon or bogie is obtained by multiplying the tare of the wagon or bogie in question by the price per kilogram of an equivalent or comparable new wagon or bogie at the time of the damage or loss.

#### 2a) Calculation of depreciation in case of a change of ownership

Depreciation is calculated at a linear rate of 4% per year of service, to a maximum of 80%.

When calculating the number of years of service, the year of construction and the year when the wagon or bogie was damaged or considered lost are together counted as a single year.

For modernised wagons<sup>1)</sup> 10% of the replacement value is deducted from the depreciation calculated in point 2).

#### 2b) Calculation of depreciation without change of ownership

The depreciation calculated as per point 2a) is increased by 10%.

#### 3) Calculation of compensation

The difference between the values obtained from points 1) and 2a) or 2b) gives the amount of compensation for the wagon or bogie at the time the damage or loss was sustained.

A flat-rate sum of 2000 EUR is added to the amount of calculated compensation to cover damage calculation costs.

#### 4) Charging of transport costs

A maximum of 10% of the depreciation calculated in point 2a) may be charged to the liable RU to cover the return of the wagons or bogies covered by point 2b).

The keeper's other legal rights remain unaffected.

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<sup>1)</sup> A modernised wagon is understood as a wagon which has undergone one of the following operations:

1. Reconstruction of the underframe and running gear, giving it technical and commercial characteristics similar to those of a wagon of modern design,
2. Fitting of a modern design of superstructure,
3. Operations 1 and 2 combined.

The date of the modernisation operation is then taken as the year of construction.



**APPENDIX 6  
TO THE GENERAL CONTRACT OF USE**

**COMPENSATION FOR LOSS OF USE**

The compensation payable under the terms of Articles 13.3 and 23.2 of the GCU shall be calculated as follows.

**1. Calculation**

**1.1 Flat-rate compensation**

The amount of compensation in Euros payable per calendar day shall be calculated by multiplying the wagon's length over buffers (in metres) by the coefficient (in EUR) indicated below for the corresponding wagon type.

Wagon type	Coefficient	Wagon type	Coefficient
E – Open wagon	<b>1.0</b>	L – Flat wagon	<b>1.3</b>
F – Open wagon	<b>1.3</b>	O – Mixed flat open wagon	<b>1.3</b>
G – Covered wagon	<b>1.0</b>	R – Bogie flat wagon	<b>1.0</b>
H – Covered wagon	<b>1.3</b>	S – Bogie flat wagon n	<b>1.3</b>
I – Temperature-controlled wagon	<b>1.3</b>	T – Wagon with opening roof	<b>1.3</b>
K – Two-axle flat wagon	<b>1.0</b>	U – Special wagon	<b>1.6</b>
		Z – Tank wagon	<b>1.6</b>

**1.2 Compensation based on written proof**

Instead of the flat-rate compensation referred to in point 1.1, the keeper may claim compensation based on the actual losses sustained.

**2. Loss of use when periods for carriage for empty and loaded wagons are exceeded**

If the user RU is responsible for an empty or loaded wagon exceeding its period for carriage, it shall pay the keeper the flat-rate compensation calculated in accordance with point 1 for each day of delay (indivisible), irrespective of any compensation that may be payable for exceeding the delivery period of the goods carried.

**3. Loss of use when damage caused by the user RU to the wagon or its component accessories is repaired**

If the user RU is responsible for carrying out repairs to the wagon or its accessories, it shall pay the keeper compensation calculated in accordance with point 1 for each day (indivisible) it cannot be used, from the day after the wagon is withdrawn from service until its return to operation.

Time required for the delivery of spare parts by the keeper is excluded from this period, as per point 23.2.

Point 3 shall also apply if the repair is carried out by the keeper or a workshop of his choice.

The compensation payments referred to under 2 and 3 may not be aggregated.



**APPENDIX 7**  
**TO THE GENERAL CONTRACT OF USE**

<b>SPARE PARTS</b>
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**1. General principles**

- 1.1 The management of spare parts must be organised in a cost-effective and rational manner to cut down on the time damaged wagons spend out of service and keep transport of the parts themselves to a minimum.
- 1.2 The keeper must ensure that the requested spare parts are delivered to the workshop carrying out the repairs as rapidly as possible, or within 20 calendar days at the latest.  
  
If this deadline is exceeded, the corresponding track occupation costs can be invoiced to the keeper.  
  
The track occupation costs must be indicated on the request for spare parts (**Form H, H<sup>R</sup>**).
- 1.3 The user RU and the keeper shall each set up a logistics centre to coordinate and steer all aspects of the provision of spare parts. The addresses shall be indicated in the GCU List of Addresses.
- 1.4 Modern means of communication (e.g. fax or e-mail) shall be used to exchange information.
- 1.5 When transporting spare parts, the most cost-effective means of transport and service shall be selected in terms of price, service, quality and transport time, taking account of any specific conditions governing delivery to the consignee.
- 1.6 Spare parts shall be delivered ready for fitting.
- 1.7 When sending spare parts, care must be paid to ensuring they can be clearly assigned to a given wagon on arrival.

## **Part A**

### **Wheelsets**

#### **2. Principles**

- 2.1 If wheelsets need to be repaired, the user RU must inform the wagon keeper without delay and at the latest within two days of the damage being reported in the workshop, using **Form H<sup>R</sup>**.
- 2.2 The user RU must offer the wagon keeper one or more of the procedures set out in point 3. However, the procedure in point 3.4 must be offered systematically.
- 2.3 The wagon keeper must accept one of the procedures on offer and reply in writing within two days.
- 2.4 This period runs from the time **Form H<sup>R</sup>** is received by the wagon keeper.
- 2.5 If the keeper does not answer within the period specified, the procedure in point 3.4 shall be applied.

#### **3. Handling of wheelsets**

##### **3.1 Repair of wheelsets**

- 3.1.1 The damaged wheelset shall be removed and sent to an approved workshop for repair. Once repaired, the wheelset shall be fitted back on the wagon.
- 3.1.2 If during the repair operation on the damaged wheelset a technical defect is observed that requires the replacement of the wheel centre, axle or axle-box, the wagon keeper shall be informed immediately. The procedure in point 3.4 shall be applied from point 3.4.2 onwards.
- 3.1.3 All transport, repair and administration costs shall be charged to the wagon repair operation.

##### **3.2 Exchange of wheelsets**

- 3.2.1 The user RU fits one of its own wheelsets.
- 3.2.2 The keeper becomes the owner of the wheelset that is fitted and the user RU becomes the owner of the wheelset that is removed from the wagon.
- 3.2.3 In the offer sent to the keeper, the exchange price shall be indicated. This exchange price shall include all the costs associated with the exchange operation (e.g. fitting and removal, difference in value).

### 3.3 Hire of wheelsets

3.3.1 The user RU hires out one of its own wheelsets to the wagon keeper.

3.3.2 The wheelset is hired out on a daily basis in accordance with the terms in **Form H<sup>R</sup>**. Arrangements for the hire of the wheelset are in accordance with chapter V of the GCU.

If the RU is liable, it shall not charge the keeper for the hire of the wheelset for the first four months.

3.3.3 The following costs are not included in the hire price: removal of the damaged wheelset, fitting of the hired wheelset and return transport of the damaged wheelset to the keeper.

Neither does the hire price include the cost of removing and returning the hired wheelsets at the end of the hire period. These costs shall be settled in accordance with chapter V of the GCU.

If the hired wheelsets are returned after more than 4 months, the keeper shall, within four weeks of the end of this 4-month period, invoice the RU, insofar as it is liable, for a flat-rate sum of 450 EUR per wheelset for the exchange and return of the hired wheelset. After this deadline has passed, the keeper shall forfeit any further claims.

3.3.4 The hire period ends on the day the hired wheelsets are removed from the wagon.

3.3.5 In the offer made to the keeper in **Form H<sup>R</sup>** the daily hire charge rates must be indicated, together with the address to which the hired wheelset is to be returned.

3.3.6 The keeper must indicate a delivery address for the damaged wheelset.

3.3.7 The damaged wheelset must reach the keeper within 6 weeks of being removed from the wagon. If the wheelset does not reach the keeper by this time, he shall send out a reminder to the user RU, extending the deadline by a further 2 weeks at least.

If the wheelset still does not arrive by this extended deadline, the user RU shall pay the keeper the replacement value of the wheelset.

The wagon number must be indelibly marked on the damaged wheelset (inside of the wheel centre) once it has been removed.

3.3.8 A hired wheelset must reach the owner within 6 months of the end of the hire period.

If the wheelset does not reach the owner by this time, he shall send out a reminder to the keeper, extending the deadline by a further 2 weeks at least.

If the wheelset still does not arrive by this extended deadline, the keeper shall pay the owner the replacement value of the wheelset.

If notice is not given of the removal of the wheelset from the wagon, the hire period shall be deemed to end when the wheelset arrives back at the owner.

The wagon number must be indelibly marked on the hired wheelset (inside of the wheel centre) once it has been removed.

3.3.9 If the hired wheelset is found to have sustained damage that is not the result of ordinary wear and tear, the repairs shall be paid for by the keeper.

### **3.4 Placing an order using Form H<sup>R</sup>**

3.4.1 The user RU shall use **Form H<sup>R</sup>** to notify the wagon keeper of the details of the wheelset to be supplied and shall indicate a delivery address.

3.4.2 The keeper shall send the requested wheelset to the delivery address as rapidly as possible.

He must also indicate to the user RU a delivery address for the return of the damaged wheelset.

3.4.3 The user RU shall send the damaged wheelset to the address indicated by the keeper.

3.4.4 The damaged wheelset must arrive at the delivery address indicated on **Form H<sup>R</sup>**, as per 3.4.2, within 6 weeks of its removal from the wagon. If the wheelset does not reach the keeper by this time, he shall send out a reminder to the user RU, extending the deadline by a further 2 weeks at least.

If the wheelset still does not reach the keeper by this extended deadline, the user RU shall pay the owner the replacement value of the wheelset.

The wagon number must be indelibly marked on the damaged wheelset (inside of the wheel centre) once it has been removed.

## **Part B**

### **Other standard parts (U parts)**

#### **4. Use of standard spare parts (U parts)**

- 4.1 In the event of damage to wagon parts, the user RU shall preferably fit its own standard spare parts. Standard spare parts are marked with a 5. In future other standard parts can be used in accordance with the TSI.
- 4.2 The value of any standard spare parts belonging to the user RU shall be included in the cost of the repair operation.
- 4.3 When the RU makes an offer to the keeper (for repair costs in excess of 750 EUR), the keeper must indicate whether he wishes the buffers and parabolic springs to be returned to him at his own expense.

If the keeper does not specify the return of these parts, they shall remain with the user RU, together with the other spare parts removed from the wagon. There shall be no form of compensation for the value of these parts.

#### **5. Exceptional order for standard spare parts (U parts)**

- 5.1 In exceptional cases, standard spare parts may be ordered from the keeper using an equivalent procedure to that in Part C (**Form H**).
- 5.2 This operation is coordinated exclusively through the logistics centres.

## **Part C**

### **Other non-standard spare parts**

#### **6. Request for non-standard spare parts**

- 6.1 Non-standard spare parts that are needed to repair a wagon and are not stocked by the user RU shall be ordered from the keeper's logistics centre using **Form H**.
- 6.2 **Form H** should include details of:
  - the number of the damaged wagon;
  - the keeper;
  - as detailed a description as possible of the spare parts as per Part E with an indication of the serial number and, where necessary, enclosing a drawing with the main dimensions shown. If the parts are being requested because they are missing from the wagon, this should be stated;
  - name of contact person to coordinate the request for the spare part, with phone and fax numbers or e-mail address;
  - full address, including post code, to which the spare parts are to be sent;
  - delivery conditions where appropriate.

- 6.3 For each request for spare parts using **Form H**, confirmation of receipt shall be sent without delay to the logistics centre making the request.

When confirming receipt, the estimated delivery time of the spare parts shall be indicated. If the damaged parts are to be returned, this should also be specified.

If the spare parts cannot be despatched immediately, the requesting logistics centre shall be informed without delay.

## **7. Return of damaged non-standard spare parts**

- 7.1 Damaged parts with a low value (e.g. suspension rods and links, etc.) are not returned once removed. No compensation for their value shall take place.
- 7.2 Other damaged parts, once removed, shall only be returned at the keeper's request.
- 7.3 The transport costs for their return are included in the repair costs.
- 7.4 If the spare part does not arrive at its destination, the amount of compensation payable shall be subject to the provisions of the associated contract of carriage.

## **Part D**

### **Fitting of spare parts from vehicles belonging to the same keeper**

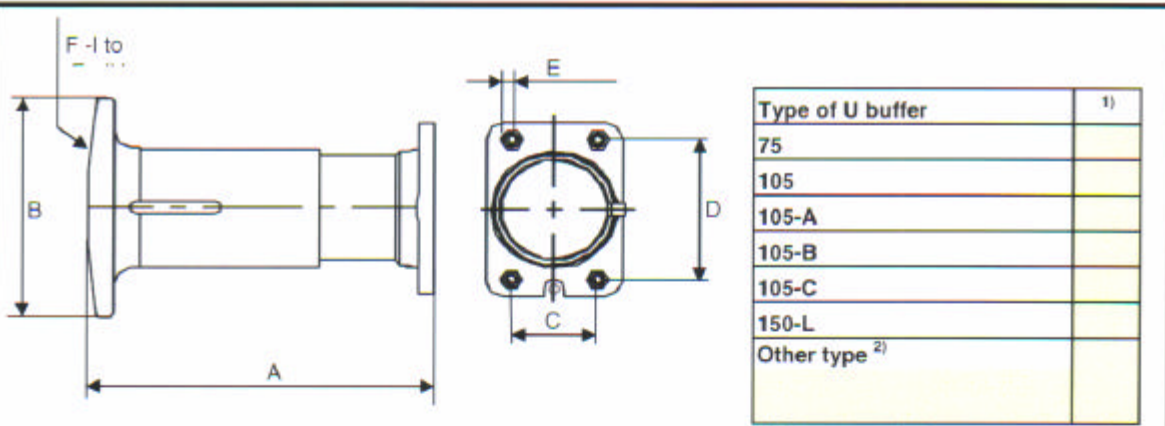
- 8.1 To avoid delaying the forwarding of a wagon, spare parts may be taken from another wagon of the same keeper, subject to his approval.
- 8.2 If the keeper has given his agreement, the spare parts must then be ordered for the wagon from which they have been taken.

## **Part E**

### **List of technical terms**

(to be added)



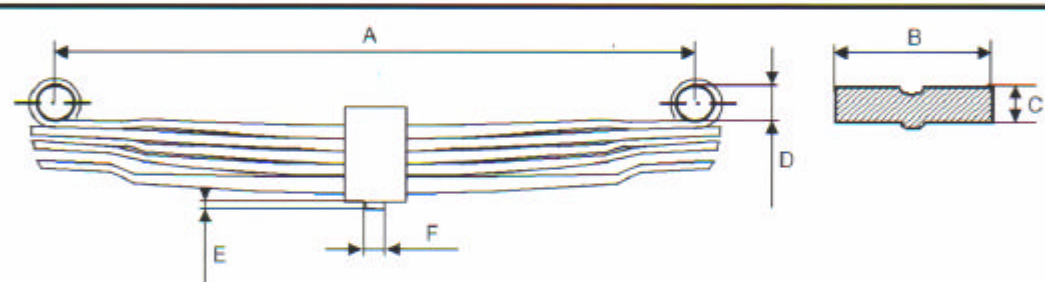


Type of U buffer	1)
75	
105	
105-A	
105-B	
105-C	
150-L	
Other type 2)	

1) Put a cross in the corresponding box  
 2) Indicate buffer type

A	
B	
C	
D	
E	

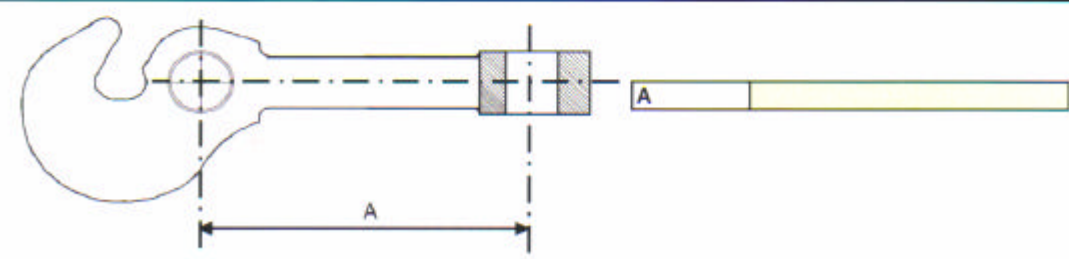
F -I	flat	
F -II	convex $r = 630$	
F -III	semi-convex $r = 1500$	
F -IV	semi-convex $r = 2750$	



A	
B	
C	
D	

E	
F	
N Number of leaves	
P Without load	

For wagons with rigid underframe  
 Yes  No



Space for any additional drawings:

Issuing RU (LOGO)

# Form H<sup>R</sup>

No. \_\_\_\_\_

Wagon number:

-

Keeper:

\_\_\_\_\_

Fax no.

E-mail:

\_\_\_\_\_

Offers:

**3,1** Repair of axle

Repair by an approved workshop: \_\_\_\_\_

**3,2** Exchange of axle

Axle belonging to user RU can be fitted for exchange price of € \_\_\_\_\_

Removed axle becomes property of the user RU.

**3,3** Hire of axle

Beyond 4 months the hire charge payable is € \_\_\_\_\_ per day and per axle

Address for returning the hired axle

\_\_\_\_\_

The date on which the axles are removed from the wagon must be notified immediately by the lessee

**3,4** Requested using Form H<sup>R</sup>

Comment:

Track occupation charge as per Appendix 7, point 1.2 € \_\_\_\_\_

To be filled in by the keeper

Reply:

We hereby accept your offer \_\_\_\_\_

and will send you the requested wheelsets by \_\_\_\_\_ (point 3.4 only)

Addresses:

The damaged axles should be returned to the address indicated below: (points 3.3/3.4 only)

Delivery address:

\_\_\_\_\_

Delivery restrictions where appropriate:

\_\_\_\_\_

Invoicing address:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature  
Company stamp

\_\_\_\_\_

Please use block letters



**APPENDIX 8  
TO THE GENERAL CONTRACT OF USE FOR WAGONS**

<b>INTERNAL REGULATION FOR THE APPLICATION AND FURTHER DEVELOPMENT OF THE GCU</b>
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**Preamble**

Part I of this Appendix contains provisions regarding the GCU Bureau.

Part II describes the organisational arrangements adopted by the associations involved in the establishment of the GCU for monitoring the application of the GCU and facilitating its further development.

**I. The GCU Bureau**

1. The tasks of the GCU Bureau as set out in Articles 2 to 4 of the GCU shall be transferred to a trustee to be known as the GCU Bureau. This trustee may be a physical or a legal person. The GCU Bureau shall be located in Brussels.

The trustee shall take equal account of the interests of wagon keepers and RUs and assume a neutral position in potential conflicts of interest between wagon keepers and RUs.

2. Mr Pierre Reinhardt is hereby appointed to be the first trustee for the period until 31.12.2008. If for whichever reason Mr Pierre Reinhardt should not be able to take office as of 1<sup>st</sup> July 2006, the Joint Committee (see Part II below) has the right and the duty, in good time before 1<sup>st</sup> July 2006, to appoint another physical or legal person to be the first trustee until 31.12.2008, and to allow him to set up office at a location other than Brussels, if this is necessary to ensure the functioning of the GCU Bureau. This term may be renewed.

For the period commencing 1 January 2009, the trustee shall be proposed by the Joint Committee (see Part II below) for a term of three years. This appointment shall be confirmed unless it is opposed by more than half the signatories within three months. The term may be renewed.

If the Joint Committee fails to make a proposal at the latest three months before the deadline for appointing the trustee, other proposals may be submitted by the signatories, providing they have the written support of at least 50 signatories. Proposals made in this way shall be accepted unless opposed by more than half the signatories within three months. If several such proposals are submitted by signatories, the proposal that meets with the least number of objections shall be accepted.

The trustee in office – or alternatively the signatory with the largest number of wagons from the list of signatories – shall inform all signatories of the proposal from the Joint Committee or alternatively from the signatories. It shall collect up the replies received from the signatories, count them and announce the result to all signatories. The procedure to be followed is set out in points 8 and 9.

3. The Joint Committee or a group of more than half of the signatories may propose an early termination of the trustee's term, if there are significant reasons to do so. This termination shall be effective unless it is opposed by more than half the signatories within three months. The procedure shall be as set out in point 2, paragraph 4, with the signatory mentioned there acting in place of the trustee whose term is provisionally terminated.

"Significant reasons" shall mean in particular a failure on the part of the trustee to meet its duty of neutrality.

4. The trustee shall take on the staff necessary for running the GCU Bureau and fit out the office as necessary. The staff must have a proper command of the three languages of the contract as specified in Article 34 of the GCU.
5. The GCU Bureau shall be responsible for translating the GCU (and its appendices) into the three languages, together with any proposed amendments.

It shall publish and distribute the GCU and any amendments thereto.

It shall publish the list of signatories and notify any changes of address of which it is informed by members.

The list of signatories shall be structured as follows, based on the information provided by the signatories:

- Group 1: Signatories that are RUs, with the number of tonne-kilometres they recorded in the last published business year;
- Group 2: Signatories that are not RUs, with the number of wagons which they are the keeper of and that can be used by other signatories; this group also includes wagon keepers that are legally independent majority participations of RUs, if their main business objective is the marketing (e.g. by leasing) of the wagons to third parties;
- Group 3: Signatories that are RUs, with the number of wagons which they are the keeper of and that can be used by other signatories; this group also includes wagon keepers that are not RUs themselves but are legally independent majority participations of RUs, if their main business objective is the provision of wagons for these RUs.

6. The GCU Bureau shall pass on requests for amendments and additions to the GCU (proposed changes) to all signatories, providing the conditions set out in point 7 are met.
7. Signatories may submit proposals for amendment to the GCU Bureau. The associations that have an interest in the further development of the GCU may make recommendations for amendments or additions to the GCU to the Joint Committee. These recommendations can then be adopted by the signatories. Proposals should be submitted in one of the three languages of the contract.

Any proposal of this kind requires the support of at least 25 signatories. Proposals must include the reasons for the proposed change, with an indication of the article or appendix concerned. The GCU Bureau shall check that proposals have all the required elements; incomplete proposals shall be rejected.

8. The GCU Bureau shall send proposed amendments to all signatories in the three languages of the contract within four weeks by all three means of communication as notified by the signatories (letter, fax, e-mail) for approval. Each signatory shall inform the GCU Bureau of its means of communication, indicating a contact person for inclusion in the list of signatories.
9. Signatories shall reply in writing within three months after the proposed amendments have been sent. Any signatory that has not replied by the end of this period shall be considered to have agreed to the proposal.
10. Proposals shall be adopted if none of the signatories have opposed them within the prescribed time period or if, in each of the groups referred to in point 5 paragraph 4, they obtain the support of at least three-quarters of the signatories in the corresponding group representing at the same time at least three-quarters of the total tonne-kilometres or wagons in the group in question.

11. Once adopted, proposed amendments to the GCU are published in the form of amendment sheets and notified to all signatories by the GCU Bureau.

Amendments that are adopted unanimously shall enter force on the date specified in the corresponding proposal; if no date is mentioned, they shall enter force three months after being notified to all signatories.

Amendments adopted without unanimity shall enter force on 1 January of a given year, at the earliest seven months after being notified to signatories.

Amendments and additions shall also be binding on signatories that did not vote in favour of them, unless the signatories in question decide to withdraw from the contract in accordance with Article 3 of the GCU.

When proposals are not carried, the GCU Bureau shall also announce the result.

12. The running costs of the GCU Bureau, in particular the trustee's costs for his own activities, staff, equipment and day-to-day running of the GCU Bureau, shall be covered by the signatories.

The GCU Bureau shall draw up an annual budget sufficiently far in advance and have it approved by the auditors referred to in point 13. Once the budget is approved, the GCU Bureau shall be entitled to call in advance contributions from the signatories every six months. Within three months of the end of each calendar year it shall submit its books to the auditors and, once the accounts have been approved by the latter, send each signatory a final invoice.

50 per cent of the costs referred to in paragraph 1 shall be divided equally among the signatories and 50 per cent shared out on a variable basis according to the number of wagons taken into account in point 5.

13. The annual accounts of the GCU Bureau shall be checked by two auditors. The result of the audit shall be notified to all signatories.

Mr Xavier Ducluzeau and Mr Marcus Gersinske are hereby appointed to be the first auditors for the period until 31.12.2008.

For the period commencing 1 January 2009, the Joint Committee shall propose the auditors for a period of three years. They shall be appointed unless more than half the signatories opposes this proposal under the procedure set out in point 2, paragraph 4.

If the Joint Committee fails to make a proposal for the appointment of auditors in good time, the procedure set out in point 2 paragraph 3 shall be followed.



## **II The Joint Committee**

1. UIP, UIC and ERFA shall together take on the task of applying, promoting and further developing the GCU. To this end, they shall form a Joint Committee made up of representatives from the three associations. UIP and UIC shall each appoint five members to the Joint Committee and ERFA two members.
2. The Chairman of the Joint Committee shall be chosen from among its members for a three-year term of office. The position shall be held alternately by a representative of UIP or UIC/ERFA.

The Joint Committee shall meet as and when required, though at least once a year.

3. The Joint Committee shall keep in touch with the GCU Bureau. Its decisions shall be taken unanimously.

The Joint Committee shall:

- propose the trustee to take on the tasks of the GCU Bureau and where necessary terminate its term with immediate effect. The same shall apply to the auditors;
- decide on recommendations for amendments and additions to the GCU;
- review all questions of common interest in connection with the GCU and set up ad hoc groups where necessary;
- decide whether or not to accept the petitions of other associations representing RUs or wagon keepers to be admitted to the Joint Committee, as well as on changes of points 1 and 2 related thereto. Of such decisions the signatories shall be informed via the GCU Bureau.

4. The associations represented on the Joint Committee shall seek to ensure that when GCU signatories who are members of their associations make proposals for amendments, these are channelled first via their association to the Joint Committee, which can then discuss, finalise and decide on them and thereby encourage the achievement of a majority.

The associations shall also channel their own proposed amendments to the GCU via the Joint Committee.

Proposals and suggestions shall be discussed by the Joint Committee and sent to the GCU Bureau once they have been agreed and formally adopted by 25 GCU signatories.

5. The Joint Committee shall establish a permanent group of experts under its supervision with the following duties:
  - drafting position papers on questions referred to it by the Joint Committee, particularly as regards the interpretation and application of the GCU,
  - reviewing proposed amendments to the GCU,
  - conducting arbitration at the joint request of the parties to a dispute.

**APPENDIX 9  
TO THE GENERAL CONTRACT OF USE**

**CONDITIONS FOR THE TECHNICAL TRANSFER INSPECTION OF WAGENS**

published separately



**APPENDIX 10  
TO THE GENERAL CONTRACT OF USE**

<b>CORRECTIVE AND PREVENTIVE MAINTENANCE</b>
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4. Wagon underframe and bogies
5. Buffing and draw gear
6. Wagon body

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4. Flooding
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Sub-Appendix 1 – Signs indicating out-of-roundness on wheels

Sub-Appendix 2 – Diagram of the Y25 bogie suspension

## INTRODUCTION

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Appendix 10 is intended for use by staff in workshops and details the minimum condition for parts (in accordance with the criteria set at international level) on leaving the workshop. It comprises three chapters.

Chapter A (Corrective Maintenance) is structured in the same way as Annex 1 of Appendix 9 (Catalogue of Irregularities).

This structure is as follows:

- Minimum condition and limit values for dimensions
- Indications for corrective maintenance operations – Acceptable and prohibited practices

Chapter B sets out provisions for dealing with wagons after specific incidents.

Chapter C contains provisions on the subject of preventive maintenance.

The markings and signs that wagons must carry are given in Appendix 11. Appendix 10 only covers those markings that can lead to a wagon being withdrawn from service under the terms of Appendix 9.

## **A – CORRECTIVE MAINTENANCE**

### **0. Principle**

Wagon keepers, customers of repair work and workshops must all ensure that wagons are free from defects that are liable to lead to the vehicle being removed from service again, based on the provisions of Appendix 9 on the instructions issued for repairs to be carried out and Appendix 10, Chapter A (and where appropriate also Chapter B) on the actual execution of repair work.

Chapter A of Appendix 10 contains criteria and guidance to be applied by workshops to remove irregularities as understood by Appendix 9.

It is not necessary to apply the whole of Chapter A of Appendix 10 each time a wagon is sent to a workshop, only those provisions relating to the damage that is to be repaired.

Irrespective of the reason for a wagon's withdrawal from service, compliance with those provisions that are marked with an asterisk (\*) is required systematically whenever a wagon is sent to the workshop.

If the workshop is not in a position to restore the wagon to the minimum specified condition, the vehicle must be handled in accordance with the keeper's instructions (procedure as per Appendix 9).

### **1. Running gear**

#### **Minimum condition and limit values for dimensions**

##### **Wheelsets**

- 1.1. The following four conditions concern the distance between the wheels, measured close to rail level, with the wagon empty or loaded, and the thickness of the flanges. They must all be met concurrently:
  - 1.1.1 distance between the active faces of the wheels, measured 10 mm down from the measuring circles :
    - at least 1426 mm
    - for wheels with a minimum diameter of 840 mm<sup>1</sup>:
      - 1418 mm for the wheelsets of 2axle wagons with double-link suspension, suitable for running at 100 km/h with a 22.5t axle-load and a wheelbase of 8 m or more;
      - 1410 mm for the wheelsets of other wagons;
    - at least 1415 mm for wheels with a diameter of less than 840 mm;
  - 1.1.2 distance between the inner faces of tyres or rims of monobloc wheels:
    - maximum 1363 mm<sup>1</sup>
    - minimum 1357 mm for wheels with a diameter of 840 mm or more<sup>1</sup>
    - minimum 1359 mm for wheels with a diameter of less than 840 mm;

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<sup>1</sup> These rules also apply to the intermediate axles of wagons with a 3-axle articulated underframe, but not to the intermediate axles of vehicles other than bogie wagons, nor to the intermediate axles of the bogies themselves.

- 1.1.3 wheels must show no signs of displacement along the axle;
- 1.1.4 thickness of the flange of one wheel, measured 10 mm below the running circle:
- minimum 22 mm for wheels of diameter up to 840 mm,
  - minimum 27.5 mm for wheels of diameter less than 840 mm but at least 630 mm.
- 1.2 The diameter of the wheel running circle must not be less than:
- 840 mm for diameters of 900 to 1000 mm when new;
  - 760 mm for a nominal diameter of 840 mm when new;
  - 680 mm for a nominal diameter of 760 mm when new;
  - 630 mm for a nominal diameter of 680 mm when new.
- 1.3 The width of the tyre or rim of monobloc wheels must be:
- maximum 140 mm<sup>1</sup>,
  - minimum 133 mm.
- 1.4 The height of the wheel flanges in relation to the measuring circle must be no more than 36 mm.
- 1.5 The wheel flange, measured with a gauge, must have a qR value that is always greater than 6.5 mm, with no sharp edges or burrs on the outside profile of the flange, at a distance of more than 2 mm from the upper edge (Appendix 9, Annex 4).
- 1.6 The wheel tread must not
- be partly crushed;
  - have wheel flats of more than 60 mm in length for a wheel diameter  $\geq$  630 mm,
  - have wheel flats of more than 30 mm in length for a wheel diameter < 630 mm,
  - have metal inclusions of more than 60 mm in length or 1 mm thickness;
  - have cracks at the edge of the tread;
- Tread surface defects (scaling, cavities, exfoliation) must be no more than 60 mm long.
- 1.7 The lateral face of the wheel and the inner part of the rim or tyre (active face) must not be gouged or marked with sharp-angled notches.
- 1.8 For monobloc wheels, the wear limit of the tyres must be indicated by the bottom of a circular groove concentric with the wheel and traced on the outside surface<sup>2</sup>. This groove must always remain fully visible. It may however be partially obscured by dirt providing this does not detract from the possibility of assessing the wear state of the wheel.

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<sup>1</sup> Including the projection formed by the outer edge of the running tread.

<sup>2</sup> If exceptionally there are two grooves on a wheel, the outer groove shall indicate the minimum thickness.

- 1.9 The thickness of the wheel tyre measured in the plane of the running circle – defined as the circle where a vertical plane 70 mm from the inner surface of the tyre intersects the wheel tread – must be at least:
- for wagons authorised to run at 120 km/h  
(wagons marked SS or "\*\*") 35 mm
  - for other wagons 30 mm<sup>2</sup>
- 1.10 On a wheel with tyre:
- 1.10.1 the tyre must not be loose.
- A tyre is considered loose if at least one of the following conditions is met:
- the tyre has been displaced by rotation on the rim in the plane of the running circle (visible from the fact that the check marks on the tyre and those on the wheel rim are not longer aligned);
  - dull sound when struck;
  - loose tyre clip;
  - presence of rust between the tyre and the rim over more than 1/3 of the circumference;
- 1.10.2 the tyre must show no signs of sideways movement (a tyre can only move sideways if the tyre clip is missing or has become loose, broken or clearly deformed);
- 1.10.3 the tyre clip must not be cracked. When the tyre clip is held in place with a wedge, the wedge must not be missing;
- 1.10.4 tyres must not be cracked or fissured in the transverse or longitudinal directions.
- 1.10.5 the placing of sheet metal fillets between the wheel and the tyre is prohibited
- 1.11 The wheel hub must not be cracked.
- 1.12 The rim of a spoked wheel must not be broken across.
- 1.13 None of the spokes of a wheel may be broken or cracked.
- 1.14 A solid or monobloc wheel must not show:
- any defects repaired by welding,
  - any cracks.
- Minor defects in the wheel body resulting from the casting process are acceptable.
- 1.15 Axles must not:
- show any cracks or any defects repaired by welding;
  - be warped;
  - have any part worn by friction showing sharp edges;
  - show any kind of wear by friction exceeding 1 mm in depth.
- Brake rods or other parts must not rub on the axles.

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<sup>2</sup> Including wagons suitable for 120 km/h only when empty.

1.16\* Each time the wagon is in the maintenance centre, the wheel+tyre assembly of all wagons fitted with tyres must be checked. The dates on which this verification and the one before it take place are entered in the maintenance plate specified in Appendix 11, point 7.5 against the initials of the RU and establishments that conducted the check in question.

1.17 The distance between the inner faces of the tyres or rims of monobloc wheels on axles that have derailed must be measured with a gauge at rail level, in at least three points, at 120° intervals. This is done by moving the wagon 1/3 of the wheel's circumference after each measurement.

When the difference between these measurements is more than 2 mm, the axle in question must be replaced.

In all cases, the wagon must carry the labels shown in Appendix 9.

1.18 If a monobloc wheel is suspected to have sustained a thermal overload from braking, as characterised by:

- a paint burn of 50 mm or more at the connection between the rim and wheel centre or recent traces of rust or
- fusion of brake blocks or
- deterioration of wheel tread with build-up of metal,

the distance between the inner faces of the tyres of axles must be measured as indicated in points 1.1.2 and 1.17.

If this distance is within the specified tolerances, the air brake must be isolated and the vehicle fitted with labels R1 and K (Appendix 9, annex 11) marked "Brake and bearing surface to be verified for thermal overload".

These checks are not to be carried out on wheels that are able to withstand high thermal stresses and which are marked on the axle-box casing with a solid vertical white line (Appendix 11, point 6.1).

1.19 Wheels shall be tested for out-of-roundness when

- at least two signs of out-of-roundness and wheel tread defects as defined in Appendix 10, annex 1 are detected on a wagon wheel or its immediate environment,
- on the wheels of the axle in question, if there are no signs on the second axle,
- on the wheels of both axles, if there is at least one sign on the second axle,
- they are indicated "Substantial irregular crushing on the edge of the tyre", as defined in Appendix 10, annex 1, Figure 9 (indication of a particular flat point), irrespective of the presence of any other indication.

In this respect a bogie is to be considered as an axle wagon. The degree of wheel out-of-roundness must not exceed 0.6 mm.

## **Axle-boxes**

- 1.20 Axle-boxes must not be damaged to the point of no longer being able to hold their lubricant or of allowing dust and water infiltration.
- 1.21 The sides of the axle-box must cover the guiding surface of the axle guard or of the corresponding bogie parts in all positions of the box, with an overlap of at least 5 mm.

### **Indications – Accepted and prohibited practices**

- 1.22 Axles must not be repaired by welding.
- 1.23 The side faces of the tyres or rims of monobloc wheels must not be painted or covered over with oily or greasy substances, with the exception of the four painted control markings at 90° intervals used to identify tyred wheels (Appendix 11, point 6.2).
- 1.24 Brake rods and other parts must not rub against the axles. If this fault cannot be corrected, the parts in question must be removed or suspended so as to prevent contact. The brake must then be isolated and fitted with labels R1 and K (as per Appendix 9).
- 1.25 Sharp edges on a flange may be removed on the lathe or by grinding.  
Any flats or build-up of metal on the running tread may be removed on the lathe with the keeper's agreement.
- 1.26 When an axle is replaced, a wheelset or wheelsets with tyred wheels may not be fitted to a wagon equipped with monobloc wheels.  
Tank wagons and wagons loaded with tank containers for the carriage of Class 2 RID products must be fitted with monobloc wheels.
- 1.27 To position the wheelsets on a lathe, the workshop of the user RU may only remove the axle-box covers if they are not fitted with centring holes. All other work on axle-boxes is reserved for the keeper alone.
- 1.28 When reprofiling monobloc wheels
- identify any cracks along the edge of the wheel tread and any sharp-edged dents on the flange and remove by reprofiling,
  - remove any severe radial marks left by the lathe clamping jaws.
- 1.29 Existing wheelsets fitted with monobloc wheels of steel grades R2, R3, R8 and R9 must be tested by the keeper to check for the absence of cracking and lathe clamp jaw marks. After the test a triangular metal plate embossed with the steel grade is fixed to one of the bolts of the axle-box cover.
- 1.30 Wagons with load-proportional tread brakes for running under SS conditions may not be fitted with monobloc wheels of steel grades R2, R3, R8 or R9.  
If thermal overloading is suspected, the provisions of point 1.18 shall apply.

- 1.31 Oil seepage between the axle and wheel hub does not constitute absolute proof of loosening. Displacement must be shown to have occurred.
- 1.32 If there is any sign or suspicion of a hot axle-box, the axle must be replaced.
- 1.33 Axle-boxes may only be lubricated by the keeper.
- 1.34 No repairs may be carried out on axle-boxes.
- 1.35 If a replacement axle is requested using Form H<sup>R</sup> (see Appendix 7), the form shall include an indication of the diameter of the previous axle's running circle (bogie or axle wagon) so that the keeper can supply an axle with a running circle whose diameter is within the difference range permitted by the applicable regulations.

If an axle is replaced without making use of the Form H<sup>R</sup> procedure and with no specific indication from the keeper, the difference in the diameters of the running circles must not be greater than:

- 10 mm between the two axles of a bogie
- 20 mm for axle wagons.

## 2. Suspension

### Minimum condition and limit values for dimensions

- 2.1 The leaves of a suspension spring must not become longitudinally displaced by more than 10 mm in relation to the buckle.
- 2.2 None of the leaves must be missing, broken or cracked. This provision applies both to parabolic springs and trapezoidal springs.
- 2.3 No spiral or coil spring forming part of the main suspension must be broken. No auxiliary spiral or coil spring acting as a damper must be broken if this should cause major imbalance in the main suspension spring.
- 2.4 None of the parts necessary for fastening the springs must be missing or broken.  
None of the spring buckles must be loose.
- 2.5 On wagons fitted with leaf spring suspensions, the distance between the buckle of the suspension spring and any parts of the vehicle body, underframe or bogie frame which may be liable to come into contact with it must be at least 15 mm.
- 2.6 There must be no recent traces of contact between:
- the spring buckle or other parts of the suspension and the wagon underframe or bogie;
  - the wheels and the body or underframe.
- 2.7 The boss of the leaf spring buckle must be properly engaged in its housing (axle-box case or plug). The axle-box case must not be in an abnormal position (twist) as a result.
- 2.8 The component parts of the elastic suspension (rings, rods, intermediate bearings, suspension pins) must not be displaced, missing or broken. The suspension pins must be properly secured.

### Indications – Acceptable and prohibited practices

- 2.9 The minimum distance may not be restored by:
- placing sheet metal shims between the suspension brackets or bearings and the links, even if these sheets are welded;
  - building up the suspension brackets or bearings by welding.
- 2.10 In the event of damage to the suspension spring of a wagon with a rigid underframe (marked as shown in Appendix 11, point 7.4), both springs of the same axle must be replaced by two others with equivalent deflections. The request for spare parts using Form H (see Appendix 7) must therefore specify that the springs are to be used on a wagon with a rigid underframe.
- For springs with progressive stiffness, it is not necessary to replace both springs. When requesting springs of this kind, the type of spring must be mentioned specifically on Form H.
- 2.11 Repairing suspension springs by welding is prohibited.
- 2.12 Standard parabolic suspension springs for 22 or 22.5 tonne axle-loads can be freely interchanged in the event of damage.

### **3. Brake**

#### **Minimum condition and limit values for dimensions**

##### **Compressed air brakes**

- 3.1 On wagons with compressed-air brakes, the handle of the brake isolating valve must be turned vertically downwards when the brake is operational. It must be possible to isolate the brake by a 90° turn on the handle at the most. This handle must satisfy the conditions set out in Appendix 9, annex 10.
- 3.2 The function of the brake position changeover controls must be easily identifiable in accordance with the stipulations of Appendix 11, point 4.3.
- 3.3 The main brake pipe must be in proper working order.

##### **Brake blocks, shoes, disc brakes and brake rigging**

- 3.4 The disc brake indicator device must clearly display the "brake on" and "brake released" positions.
- 3.5 None of the brake rigging safety stirrups must be broken or missing.
- 3.6 Wagons with protruding brake blocks must be dealt with in accordance with Appendix 9. A brake block shall be considered protruding if its outer face is level with the outer edge of the tyred wheel. This check shall be carried out with the brakes applied.
- 3.7\* Cast-iron brake blocks that are worn, broken or missing must be replaced.  
The minimum thickness of brake blocks, measured at the thinnest point as seen from the outside, must be 10 mm.

##### **Brake blocks**

- with an incipient crack shall not be considered as broken,
- shall be considered broken if they are only held in place by their metal reinforcement layer.

- 3.8\* When brake blocks made from composite materials

- are missing,
- are broken radially from the friction surface to the edge of the plate (except at the level of the expansion joint),
- show visible signs of crumbling of the friction material over more than ¼ of the length of the block or metal inclusions,
- are less than 10 mm thick in the area near the block holder,

the workshop of the user RU must:

- either replace the blocks if it has spares in stock;
- or isolate and drain the brake in the absence of spare blocks.

The wagon must then be handled in accordance with Appendix 9. The irregularity must be specified on the appropriate labels.

### **Brake hose couplings**

- 3.9 All wagons must be fitted with brake hose semi-couplings. Wagons with two brake coupling connections at each end for the same main brake pipe must also have two brake semi-couplings at each end.
- 3.10 Brake semi-couplings must not be defective (not airtight).
- 3.11 No part of the brake coupling system (whether connected or disconnected) must hang down within 140 mm of the top of the rails.
- 3.12 The stop cocks must be operable and function correctly. None of the handles must be missing or twisted.  
  
Each air stop cock must be fitted with a stop device in its extreme position that functions correctly.

### **Indications – Acceptable and prohibited practices**

- 3.13 Damaged or loose brake parts that could constitute a safety hazard or cause other damage must be removed or secured. Damage of this kind should be examined in conjunction with point 1.19. In this case, the compressed air brake must be isolated and the wagon fitted with labels R1 and K.
- 3.14 Work on the pneumatic parts of the brake system (distributors, relay valves, load-weight valves, brake cylinders) and their exchange by the user RU shall not be authorised except on the basis of bi- or multilateral agreements.
- 3.15 Wagons with platform-operated or ground-operated hand brakes that are inoperable must be repaired. Otherwise they must be dealt with in accordance with Appendix 9.
- 3.16 Disc brake pads may be replaced exclusively by the keeper, who shall ensure that the brake is in correct working order without needing to be monitored by the user RU.
- 3.17 Missing or damaged brake semi-couplings must be replaced by the user RU's own spares.
- 3.18 Safety stirrups may not be repaired by welding.

## 4. Wagon underframe and bogies

### Minimum condition and limit values for dimensions

#### Underframe

- 4.1 The underframe must not be visibly deformed or warped.
- 4.2 The flanges of solebars, headstocks and intermediate cross-bars subject to stress from the coupler must not have cracks (transverse tracks) starting at the edge of the flange and extending over more than half the flange width. Longitudinal cracks up to 150 mm are acceptable, except at the points where the suspension brackets are fixed to the solebars. At these points, longitudinal cracks between the flange and the web of the solebar must not exceed 100 mm in length.
- 4.3 Welded joints on underframe crossbars and solebars, and on axle guards and solebars, must not have cracks, nor must any cracks in these parts originate in the joints.
- 4.4 Two handrails for use by shunting staff (during coupling) must be fitted below each headstock.
- 4.5 Steps and handles must be fit for use. Steps and their brackets must not have cracks.
- 4.6 Wagons with wooden or inflammable floors, even if lined with a metal sheet underneath, must be fitted with spark arrestors above the braked wheels. Spark arrestor plates mounted directly beneath the floor are not acceptable.  
  
This stipulation also applies to flat wagons that have no floor or with a skeletal floor, intended for carrying containers or semi-trailers.  
  
The spark arrestor plates must not be dislodged or pierced through by rust.
- 4.7 Axle wagons carrying the sign specified in Appendix 11, point 2.10 must be fitted with special spark arrestors.
- 4.8 Axle guards must not be dislodged or broken. They may not have cracks over more than  $\frac{1}{4}$  of their cross-section or that are extending towards or close to a fastening point.
- 4.9 No guide-pieces (wear liners) must be missing from the axle guards.
- 4.10 Axle-guard ties must not be missing or broken.
- 4.11 Suspension spring brackets must not be loose, broken, cracked or visibly deformed.

### **Bogies of all types**

- 4.12 Welded joints on bogie frame crossbars and solebars must not be cracked, nor must any cracks in these parts originate in the welded joints. Solebars, crossbars and bolster swing-links must not have any cracks.
- 4.13 The friction surfaces of damping systems acting on the axle-box or bolster guides must not be lubricated.
- 4.14 No side bearers, side bearer parts or springs must be missing or broken.
- 4.15 The bogie must not be lying in an abnormal position in relation to the frame.
- 4.16 The centre casting must not be broken or loose.
- 4.17 The centre casting kingpin must not be missing, broken or loose.
- 4.18 No guide pieces (wear liners) may be missing.  
The total length of cracks in the weld beads of the wear liners may not exceed 50% of the total length of the welds.
- 4.19 Missing earth connections (straps or cables) must be replaced. It must however be possible to see that an earth connection existed before.

### **Y 25 bogies and their derivatives (see Annex 2)**

- 4.20 No tare springs must be cracked or broken. Damage of this kind should be examined in conjunction with point 1.19.
- 4.21 No load springs must be displaced or broken. Damage of this kind should be examined in conjunction with point 1.19.
- 4.22 All the tare springs of the bogie must coil in the same direction.
- 4.23 All the pairs of helical springs on a bogie (tare spring/load spring) must coil in opposite directions.
- 4.24 No outer or inner damper ring may be missing, broken or loose.
- 4.25 No damper cover may come into contact with the bogie frame (faulty damper).
- 4.26 No lifting T must be missing or loose.  
Damage of this kind should be examined in conjunction with point 1.19.

## Indications – Acceptable and prohibited practices

- 4.27 Cracked steps must be replaced by the workshop of the user RU. Repairs involving welding are not permitted.
- 4.28 When the spark arrestor plates of a wagon are missing or damaged without the possibility of proper repairs being carried out, the brake must be isolated and the wagon dealt with in accordance with Appendix 9 (labelling).
- 4.29 Breakages, damage and cracks on solebars, intermediate crossbars, underframe headstocks (wagon or bogie) and welded joints must only be repaired by welding at a workshop selected by the keeper.

However, the workshop of the user RU may, exceptionally, be authorised to carry out welding work for the sole purpose of repairing cracks or breakages on underframe profiles, to make it possible for an empty wagon to be returned home.

- 4.30 Wagons whose underframe is warped or deformed and which are not fit to run must be specially treated, in agreement with their keeper.
- 4.31 Axle guards and suspension spring brackets that are fixed to the underframe with rivets can, when damaged, be straightened or replaced by the workshops of the user RU.
- 4.32 If the rivets or bolts used to fix the axle guards in place are loose or missing or if they have been replaced, at the initiative of the user RU, by self-locking screw bolts or bolts locked by split pins or welds, etc. the wagon must be fitted with a Label M.
- 4.33 The friction surfaces of damping systems acting on the guides of the axle-boxes or swivelling bolster must not be lubricated.  
Any grease must be removed insofar as possible without demounting. In this case the wagon must be fitted with a Label M.
- 4.34 Welding of wear liners on bogies is only authorised after the axles have been demounted and following instructions from the keeper.  
Re-welding of cracks on wear liners is not allowed.

## 5. Buffing and draw gear

### Minimum condition and limit values for dimensions

#### Buffing gear

- 5.1 The height of the centre of the buffing gear, measured vertically from rail level and at rest, must be:
- for empty wagons      maximum 1 065 mm
  - under maximum load    minimum 940 mm.
- 5.2 The left-side buffer head, as seen from the front of the wagon, must be domed. If both buffers at the same end are domed, they must be identical and their head must not have a curve radius of less than 1 500 mm.
- 5.3\* No buffer or buffer fixing bolt must be missing. All fixing bolts must be tight. This also applies to permanent couplings.
- 5.4 The locking or fastening devices holding the buffer plungers in place must not be missing or damaged.
- 5.5 The buffer spring and the other parts of the buffer must not have cracks or damage liable to impede the proper working of the buffer. It is acceptable for one buffer at each end of the wagon to be compressible by hand by a maximum of 15 mm.
- 5.6 Buffer casings must not be damaged to the extent that their fastenings are no longer sufficiently robust or that buffer plunger guidance is no longer sufficiently guaranteed.
- The fillet at the base of the buffer casing and plungers must not be cracked.
- 5.7\* There must be no missing or loose rivets or fixing bolts on the buffer heads. This also applies to permanent couplings.
- 5.8\* The contact surfaces of the buffer heads must be sufficiently lubricated. This also applies to permanent couplings.
- 5.9\* The steel contact surfaces of buffer heads must not have sharp-edged grooves that could prevent the heads from sliding. This also applies to permanent couplings.
- 5.10 On wagons fitted with anti-crash devices, these devices must not show signs of having been triggered, nor any trace of deformation.
- The anti-crash devices have been triggered if
- the arrow marker is not fully visible,
  - the deformation marker is missing or deformed,
  - the length of the buffer is visibly shortened,
  - the buffer casing is deformed or destroyed.

## **Draw gear**

- 5.11 No part of the screw coupling gear (coupled or uncoupled) must hang down within 140 mm of the top of the rails.
- 5.12 The length of the screw coupler must be such that the buffers can at least be brought into contact.
- 5.13 The screw couplers and draw hooks must not be missing.
- 5.14 The screw couplers and draw hooks must not be cracked. Nor must they have sustained any damage liable to prevent the vehicle from being coupled to another vehicle or to stop them performing properly.
- 5.15 Draw bars must not be broken or cracked. Sleeves, bolts or cotter pins must not be broken or missing.
- 5.16 Draw hook rods and guides must not be worn to such an extent that the draw hook is able to rotate on its axis within the guides.
- 5.17 If non-continuous draw gear is used, none of the following types of damage may occur:
- fracture of a main laminated spring leaf;
  - fracture of any other leaf at a distance from the spring centre of less than  $\frac{1}{4}$  of the leaf length;
  - fracture or defect on a volute, helical or ring spring;
  - deterioration of a rubber spring.
- 5.18 If continuous draw gear is used, none of the springs must not be fractured or damaged. The draw gear guides must not have cracks that are liable to prevent the draw gear from functioning properly.
- 5.19 The draw hook pin on the screw coupler must be at least 50 mm in diameter.
- 5.20 When the suspension device on the screw coupler is inoperable or missing, it must be repaired or replaced.

## Indications – Acceptable or prohibited practices

- 5.21 Use of welding to repair draw gear is prohibited. However, electric welding may be used for temporary repairs to broken or cracked draw bars. The wagons concerned must be handled in accordance with Appendix 9 and transported at the rear of the train.
- 5.22 Wagons fitted with long-stroke shock absorbers whose sliding part is visibly not in the middle position must be dealt with in accordance with Appendix 9.
- 5.23 When a buffer at one end of the wagon is damaged, both buffers must be replaced. The replacement buffers must be identical (see however point 5.2). In the case of buffers with a stroke of 105 mm, 130 mm or 150 mm, the replacement buffers must however belong to the same category as the buffers removed. Also, for buffers with a stroke of 130 and 150 mm, the replacement parts must have the same design characteristics as the buffers removed.
- Damaged or deformed anti-crash devices shall be dealt with in accordance with the keeper's instructions.
- Buffers fitted with anti-crash devices must, in principle, be replaced by identical buffers. If, exceptionally, identical buffers with anti-crash devices are not available, they can be replaced with standard buffers to enable the wagon to continue its journey to be unloaded or sent to the workshop for repairs. In this case, a K Label as shown in Appendix 9, annex 11 shall be affixed, together with the label shown in Appendix 11, point 5.4, Figure 2.
- 5.24 Missing buffer head fastening rivets may be replaced using appropriate screw fasteners. Any sharp edges on the buffer head contact surfaces shall be removed by grinding.
- 5.25 It is forbidden to carry out welding or blowtorch work on or near buffers marked on the casing with a yellow dot (see Appendix 11, point 7.9.4).

## **6. Vehicle body**

### **Minimum condition and limit values for dimensions**

#### **Provisions applicable to all wagons:**

- 6.1 The wagon body, superstructures and all additional devices must not be damaged in a way that could lead to deterioration or loss of the load or constitute a safety hazard for railway operations and/or a risk for persons or the environment.
- 6.2 The wagon body and its parts must not foul the loading gauge.
- 6.3 No part of the heating coupling and other coupling devices (coupled or uncoupled) must hang down within 140 mm of the top of the rails.
- 6.4 Moving parts of the wagon and the devices used to control them must not have visible damage that prevents them from functioning normally.
- 6.5 None of the wall or floor boards must be missing, broken, split or damaged to the point where the load might be lost or damaged as a result of damp.
- 6.6 The sliding doors must be mounted in such a way that they cannot come off their runners. Drop sides must be secured so they cannot part from their hinges or fastenings.
- 6.7 It must be possible to close and lock all doors and sliding walls completely and securely. They must not be missing or have come out of their runners.
- 6.8 The doors must have no deformation or holes that could lead to loss of the load.
- 6.9 No guiding or locking systems (door frames, hinges, bolts, latch hooks or handles) must be missing or be dislodged, broken or deformed.
- 6.10 All steps, handrails, ladders and walkways must be safe to use and free from cracks. This provision also applies to their fastenings and supporting structures.
- 6.11 Steps may be twisted, deformed or tilted to a maximum of 20 mm.
- 6.12 The clearance between handrails and the nearest part of the wagon must be at least 60 mm.
- 6.13 Plates carrying markings, folding panels and label-holders must not be missing and must be properly secured.

- 6.14 The following markings as specified in Appendix 11 must be fully present and legible:
- wagon number;
  - RIV sign or derogation plate (for wagons marked with exchange codes 41, 43, 45, 81, 83 or 85);
  - tare;
  - braked weight of the hand brake;
  - load limits;
  - capacity of tank wagons;
  - goods for which tank wagons are used;
  - length over buffers of wagon;
  - the high voltage warning sign "Caution – Electrical hazard" on wagons fitted with steps or ladders placed at a height of more than 2 m;
  - maintenance (overhaul) plate;
  - signs indicating the presence of anti-crash devices;
  - diagonal stripes for wagons with shock absorbers.

**Additional provisions for covered wagons:**

- 6.15 Ventilation flaps must not be missing or damaged.
- 6.16 Control gear, shutters and retaining brackets must not be unhooked, dislodged or deformed.
- 6.17 The roof cover and weatherboard must not be raised or deformed.
- 6.18 It must be possible to close and lock opening roofs to prevent them from coming open unexpectedly.
- None of the controls must be missing, deformed or inoperable. The roofs must lie in their runners.
- 6.19 It must be possible to use roof hatches correctly.

**Additional provisions for open wagons:**

- 6.20 It must be possible to close and lock the side walls to prevent them from opening unexpectedly.
- 6.21 It must be possible to close and lock the end flaps to prevent them from opening unexpectedly.
- 6.22 The locking systems for the end flaps (pins, camshafts, rings, shafts) must not be missing, broken or cracked. They must be fit for use.
- 6.23 The cantrails must not be deformed, broken or cracked so as to foul the gauge.

### **Additional provisions for flat wagons:**

- 6.24 It must be possible to lift and secure the drop sides.
- 6.25 The hinges, pins and securing devices of the drop sides must not be missing or broken. They must be fit for use.
- 6.26 Detachable, swivelling and retractable stanchions must not be missing, broken or cracked. They must not be deformed, broken or torn to the extent of fouling the loading gauge. This provision also applies to the stanchion mountings and securing devices.  
The stanchion fastenings must be effective.
- 6.27 Folding bolsters must not be loose.

### **Additional provisions for tank wagons<sup>1</sup>:**

- 6.28 Tanks must not have sharp-edged deformations (even if there is no loss of the goods carried).
- 6.29 Cracks in tank cradles are not accepted. If the tank is fastened to the underframe using bolts or rivets, none of these must be missing.
- 6.30 The welded joints on the tank and the underframe must not be cracked.
- 6.31 Ladders, platforms and guard rails must be safe to use and must not be loose.
- 6.32 Tank cladding, sun-roofs and insulation must not have come loose.
- 6.33 The tanks and their filling and emptying devices must not leak. It must be possible to seal them hermetically, with the exception of the automatic ventilation devices (Appendix 11, point 6.3).
- 6.34 Screw caps must not be missing.
- 6.35 The blind flanges must not be missing or loose. All the fastening screws must be in place.
- 6.36 The emergency control screw for the emptying valve must be unscrewed.
- 6.37 The indicator on the emptying valve must be functioning correctly.
- 6.38 The dome hatch must be present. It must be possible to close it hermetically.

### **Additional provisions for mechanically sheeted wagons:**

- 6.39 It must be possible to close and lock the mechanical sheeting correctly (indicator visible). This requirement also applies to the locking system for the end hoops.

### **Additional provisions for wagons with telescopic hood:**

- 6.40 It must be possible to close and lock the hoods correctly, keeping them in the guide rails provided.

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<sup>1</sup> Tank wagons are wagons used for transporting liquids, gases, powdered or granular goods

**Additional provisions for flat bogie wagons for carrying road and rail vehicles:**

- 6.41 The moving headstocks at each end must not be damaged. It must be possible to lock them from both sides.
- 6.42 The sealing plates, plate bolts, securing chains and chain eyes must be fit for use.

**Additional provisions for ACTS carrier wagons:**

- 6.43 The swivel frames must not be damaged to the extent that they cannot be properly fastened and locked.
- 6.44 The snap locks must function properly.
- 6.45 The central lock must function and clearly show the "locked" position.
- 6.46 It must be possible to erect the stanchions correctly.

**Additional provisions for car-carrying wagons:**

- 6.47 It must be possible to raise and secure the end boards and crossing gangways.
- 6.48 The upper loading deck must rest on the supporting brackets and be properly secured. The indicator device must function.
- 6.49 None of the accessories must be loose (scotches, wheel scotch guide-pieces, crank handles, lifting or lowering device, end boards, crossing gangways).

**Additional provisions for self-discharging wagons:**

- 6.50 It must be possible to close and lock all valves and hatches.
- 6.51 No part of the locking and discharging system must be loose.

**Indications – Acceptable and prohibited practices**

- 6.52 When deformation has occurred and the vehicle gauge profile must be verified, the provisions of point 4, Section 1 of the Loading Guidelines shall be applied.  
Exception: for wagons built in accordance with UIC Leaflet 505 and whose width exceeds that obtained by application of the Loading Guideline (these wagons are not specially marked), the wagon keeper should be contacted to find out the permitted width of the wagon.  
Failing a reply from the keeper, point 4 of Section 1 of the Loading Guidelines shall be applied for safety reasons.
- 6.53 Parts made from plastic or plywood (e.g. roof covers and side wall panels) must not be repaired with nails. These wagons carry the sign specified in Appendix 11, point 2.14.
- 6.54 Rivets used for fastening the tanks of tank wagons may be replaced by bolts when missing.
- 6.55 Welding work on tanks may only be carried out by approved workshops with the keeper's agreement.

## **B - HANDLING OF WAGONS AFTER SPECIFIC INCIDENTS**

### **0. Principle**

In preparation

### **1. Derailment**

In preparation

### **2. Impacts at speeds > 12 km/h**

In preparation

### **3. Overloading**

In preparation

### **4. Flooding**

In preparation

### **5. Contact with energised catenary**

In preparation

## **C – PREVENTIVE MAINTENANCE**

### **0. Principle**

When overhauls are carried out, the keeper must ensure that wagons are restored to a condition making them fit for normal service, in terms of load safety and conservation, until the next scheduled overhaul.

This overhaul must form an integral part of a time-based or performance-based maintenance system.

### **1. Overhaul periodicity**

- 1.1 In a time-based maintenance system, overhauls are carried out after a set period defined in UIC Leaflet 579-1. With this system, the period between overhauls corresponds to the validity period indicated on the maintenance plate. The maximum validity period on the maintenance plate must not exceed the value indicated in point 1.3.
- 1.2 In a performance-based maintenance system, overhauls are carried out when the wagon reaches a performance limit expressed in tonne-kilometres and defined in UIC Leaflet 579-1. The validity period on the maintenance plate must not exceed the value indicated in point 1.3.
- 1.3 The maximum validity period on the maintenance plate (Appendix 11, point 2.3) is as follows:
  - 1.3.1 Six years, with a possible three month extension, for wagons meeting the following conditions:
    - distributor type Bd, Ch, O, KE, WE, DK, WU or WA;
    - automatic brake-rigging adjustment facility;
    - double-link suspension for axle wagons;
    - bogies with leaf springs and link suspensions (by derogation, also the modernised "Niesky" bogies on DB wagons);
    - bogies with helical springs and UIC damper or equivalent;
    - buffers conforming to UIC Leaflets 526-1 or 526-2.
  - 1.3.2 Four years, with a possible three month extension, for wagons that do not meet the conditions in point 1.3.1.
  - 1.3.3 To be eligible for this 3 month extension, wagons must carry the marking "+3M" (Appendix 11, point 2.3). Wagons that are not marked "+3M" may obtain the marking at the keeper's request if the condition of the wagon permits.

- 1.4 However, the keeper must set a shorter validity period when necessitated by the type of wagon and the conditions of its operation.

Additionally, for SS<sup>1</sup> braked wagons with a maintenance plate validity period of more than 3 years, the keeper shall organise an intermediate inspection.

This inspection may be confined to a random check if the results obtained are satisfactory.

- 1.5 Tank wagons for which the date (end of month) of the next tank test has become due (Appendix 11, point 6.4) shall be handled in accordance with Appendix 9.

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<sup>1</sup> In accordance with UIC Leaflet 543

Signs indicating out-of-roundness on wheels

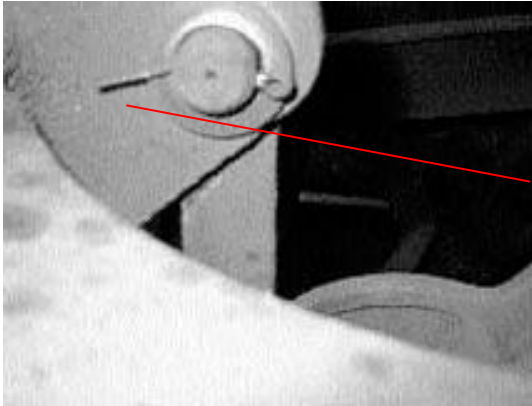


Fig. 1  
Sheared-off pin

Fig. 2  
Broken safety stirrup

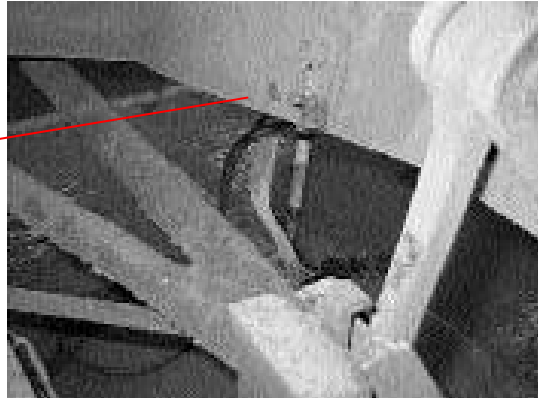
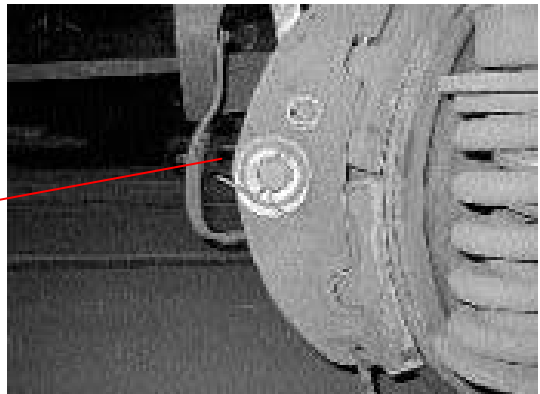


Fig. 3  
Shiny traces on the brake triangle  
end washer



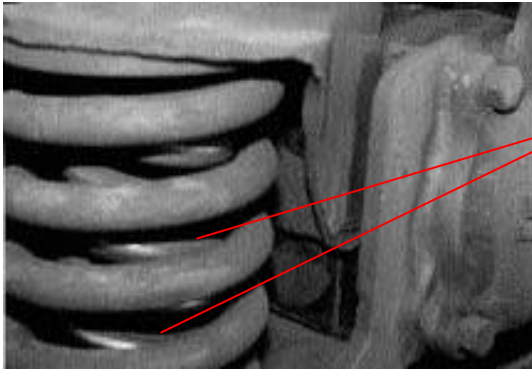


Fig. 4  
shiny traces on the load spring

Fig. 5  
Worn shiny areas visible from the outside on the friction points of the spring leaves of parabolic spring suspension

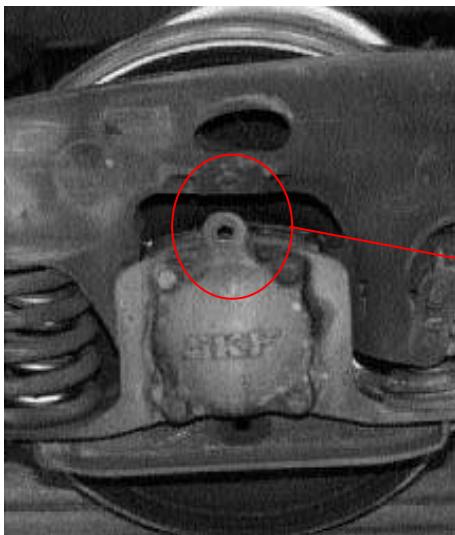
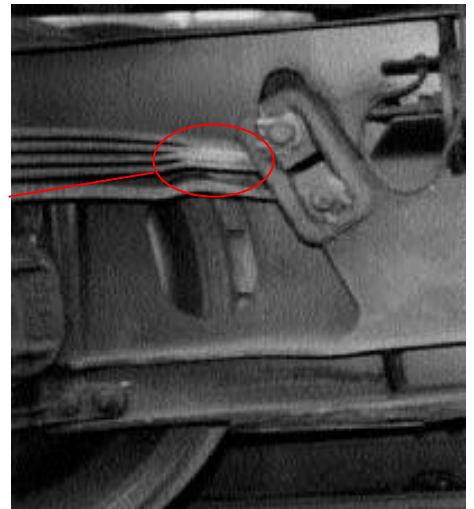


Fig. 6  
Lifting safety catch missing or loose

Fig. 7  
Manganese wear plates on axle-boxes or guides  
detached or missing

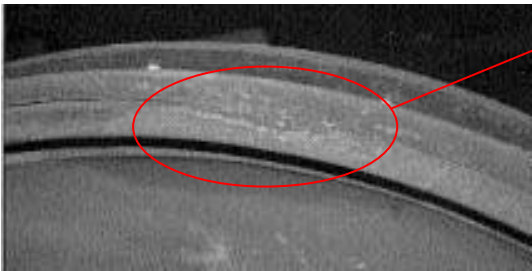
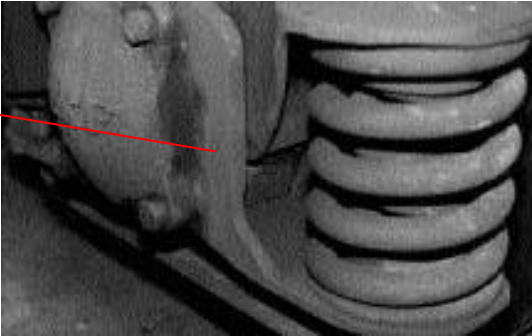


Fig. 8  
Irregular contact surface on the edge of wheel  
rim (with tyre)

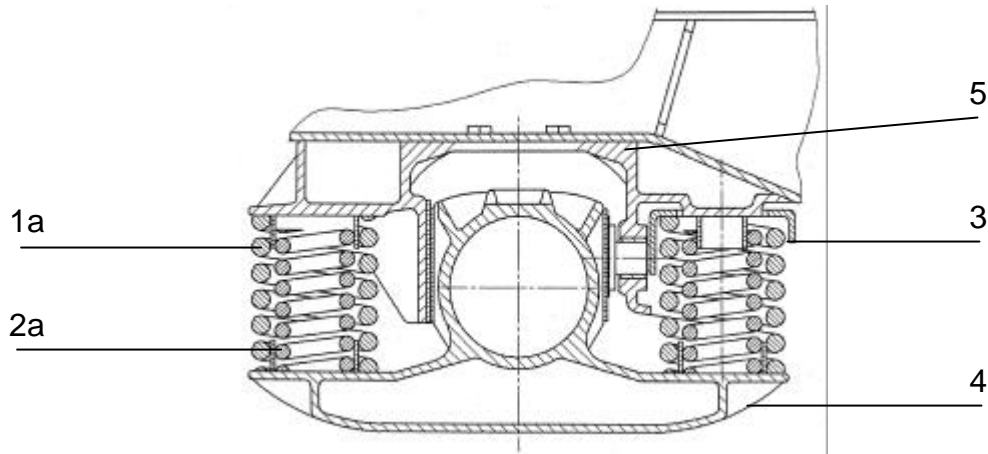
Fig. 9  
Major irregular crushing of the edge  
of the wheel rim (with tyre)





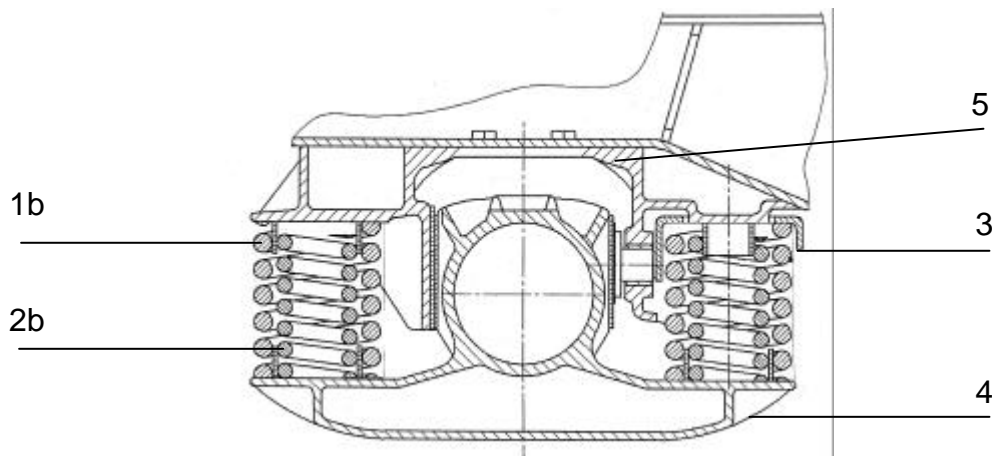
**Diagram of the Y25 bogie suspension**

Figure 1 – Bogie with springs for axle-load of 20 tonnes



- 1a tare spring for 20 t axle-load, right-wound
- 2a load spring for 20 t axle-load, left-wound
- 3 spring cap
- 4 axle-box
- 5 axle-box guide piece

Figure 2 – Bogie with springs for axle-load of 22.5 tonnes



- 1b tare spring for 22.5 t axle-load, left-wound
- 2b load spring for 22.5 t axle-load, right-wound
- 3 spring cap
- 4 axle-box
- 5 axle-box guide piece



**APPENDIX 11  
TO THE GENERAL CONTRACT OF USE**

**MARKINGS AND SIGNS ON WAGONS**

published separately



**APPENDIX 12  
TO THE GENERAL CONTRACT OF USE**

**CATALOGUE OF DAMAGE TO WAGONS**



Category	Part	Type of damage	Additional information	Responsibility of		
				Keeper	User RU	
<b>Runnig gear</b>						
	Tyred wheel	Tyre lose, laterally displaces, cracked	No sign of thermal overloading	X		
			Visible signs of thermal overloading (brake equipment faulty)	X		
			Visible signs of thermal overloading (brake equip. operational)		X	
	Tyre / wheel centre / solid wheel / wheel tread	Thermal overloading Thermal overloading Cracks in the wheel centre	No sign of thermal overloading	X		
			Braking equipment operational		X	
			No sign of thermal overloading	X		
			Visible signs of thermal overloading (brake equipment faulty)	X		
			Visible signs of thermal overloading (brake equipment operational)		X	
			Clamping notches		X	
			Measuring circle not visible	Excessive wear of wheel centre (diameter too small)	X	
			Damage from track brakes	Notches with sharp-angled apex in the tyre and the rim or the lower rim of the tyre		X
			Traces of abrasion, flanges damaged	Accidental damage <sup>1)</sup>		X
			Cavity, shelling or flaking	Not including thermal overloading		X
		X				
	Metal inclusions, flats	Brake equipment faulty		X		
			Brake equipment operational		X	
	Occasional dents in wheel tread	Accidental damage <sup>1)</sup>			X	
	Out-of-roundness			X		
					X	
			If the damage can be clearly attributed to the RU		X	
Axle shaft	Traces of abrasion on the axle shaft	Damage to wagon	X			
		No damage to wagon		X		
	Bent out of shape			X		
Cracks	Not the result of force		X			
Axle-boxes	Hot axle-box	Confirmed	X			
		Not confirmed		X		
	Recent leakage of lubricant	High Axle-box temperatures, abnormal noises in the box when the axle rotates	X			
	Traces of contact on the axle-box housing (top-contact with bogies)	Suspension and dampers in good condition and wagon not overloaded		X		

<sup>1)</sup> Accidental damage in the sense of Appendix 12 is understood as damage not resulting from wear but either from inappropriate handling of the wagon (e.g. shunting accidents, side-on collisions or other sudden events), or which can be attributed to culpable violation of wagon custody obligations by an RU.

	Manganese plates	Missing		X	
		Cracked weld beads		X	

Category	Part	Type of damage	Additional information	Responsibility of	
				Keeper	User RU
<b>Suspension</b>					
	Springs	Ruptured, cracked, etc.		X	
		Fatigued		X	
		Wrongly fitted (parallel)		X	
		Wrongly fitted (characteristic curve) or wrong type of leaf spring		X	
	Friction damper	Any type of damage		X	
<b>Brake</b>					
	Mechanical and pneumatic brake parts	Defective brake rigging	Accidental damage <sup>1)</sup>		X
			Wear	X	
		Defective changeover device	Accidental damage <sup>1)</sup>		X
			Wear	X	
		Defective hand brake	Wear	X	
		Brake blocks (all types of damage)		X	
		Defective hand brake	Accidental damage <sup>1)</sup>		X
			Wear	X	
		Safety stirrup missing		X	
		Safety stirrup damaged or defective	Accidental damage <sup>1)</sup>		X
		Other brake parts defective (e.g. distributor, load-weigh valve, brake cylinder, changeover device, relay valve, etc.)	Confirmed (brake report included)	X	
			Not confirmed		X
		Brake pipe leaking	Wear	X	
			Accidental damage <sup>1)</sup> (distorted, cracked)		X
Defective brake hose	cracked, leaking	X			
Defective brake connection		X			

<sup>1)</sup> Accidental damage in the sense of Appendix 12 is understood as damage not resulting from wear but either from inappropriate handling of the wagon (e.g. shunting accidents, side-on collisions or other sudden events), or which can be attributed to culpable violation of wagon custody obligations by an RU.

		Defective air brake parts	Confirmed by brake test	X	
			Not confirmed by brake test		X

Category	Part	Type of damage	Additional information	Responsibility of	
				Keeper	User RU
<b>Underframe and bogie</b>					
	Wagon underframe	Fatigue cracks, fissuring		X	
	Headstock or solebar	Deformed	Except traces of fatigue		X
	Axle guard	Deformed			X
		Broken or loose		X	
	Axle guard tie bar	Bent or broken			X
		Loose		X	
	Suspension bracket	Loose, fatigue cracking		X	
		Fissured, deformed	Accidental damage <sup>1)</sup>		X
	Underframe / bogie connection	Connecting parts loose or damaged		X	
	Bogie frame	Deformed			X
		Fatigue cracks		X	
	Bogie side bearers	Any type of damage		X	
	Overhaul plate	Vehicle erroneously removed from service before expiry of overhaul period	Costs for authorisation to run / special consignment		X
	General markings as required by law	Incomplete		X	
		Illegible	E.g. because of projecting load, papered over, graffiti, etc.	X	
			Graffiti on RID dangerous goods wagon		
	Earthing cable	Missing			X
		Damaged	Wear	X	

<sup>1)</sup> Accidental damage in the sense of Appendix 12 is understood as damage not resulting from wear but either from inappropriate handling of the wagon (e.g. shunting accidents, side-on collisions or other sudden events), or which can be attributed to culpable violation of wagon custody obligations by an RU.



Category	Part	Type of damage	Additional information	Responsibility of	
				Keeper	User RU
<b>Buffing and draw gear</b>					
	Buffer	Different types	Not previously changed by an RU	X	
		Buffer position not within tolerance range / Plunger stuck	Traces of impact (contact between plunger and sleeve)		X
			Old cracks and / or welds	X	
	Anti-crash device	Defective	Shunting impacts at too high speeds		X
			Normal wear	X	
	Buffer head	Broke or distorted			X
	Buffer sleeve	Broken or cracked	Normal wear	X	
			Result of force <sup>1)</sup>		X
	Buffer fastening	Loosened	Normal wear	X	
		Broken	No fatigue cracks		X
	Buffer spring	Ineffective	Can be compressed by hand	X	
	Draw hook / draw bar	Broken	Fatigue (old crack)	X	
			Accidental damage <sup>1)</sup> (clean recent breakage)		X
		Twisted			
	Drawgear	Torn out	Accidental damage <sup>1)</sup>		
Screw coupler	Wear		X		
	Accidental damage <sup>1)</sup>			X	
Screw coupling dummy hook	Twisted, broken			X	
<b>Superstructure</b>					
	In general	Wear and tear		X	
		Accidental damage <sup>1)</sup> when in the custody of the RU			X
Ladders, walkways, steps, towing rings, handrails, label-holders	Wear			X	
		Accidental damage <sup>1)</sup> when in the custody of the RU			X
Tank	Damage resulting from damaged underframe	Accidental damage <sup>1)</sup> when in the custody of the RU			X
		Damage to the tank	Accidental damage <sup>1)</sup> when in the custody of the RU		X
		Bracing / sealing caps not air / waterlight	Accidental damage <sup>1)</sup> when in the custody of the RU		X
		Tank cradle cracked		X	
		Accidental damage <sup>1)</sup> when in the custody of the RU			x

<sup>1)</sup> Accidental damage in the sense of Appendix 12 is understood as damage not resulting from wear but either from inappropriate handling of the wagon (e.g. shunting accidents, side-on collisions or other sudden events), or which can be attributed to culpable violation of wagon custody obligations by an RU

Earthing cable (on the tank)	Missing, damaged		X	
	Wear		X	



