

TRANSPORT OPERATIONS UNIT
Rail Transport Programming Department
Programming, Rail Exploitation Office
No. 38504/16.11.2021

SCOPE OF WORK

for the lease of 15 tank cars suitable and authorized for transport of hydrocarbon gases in liquefied mixture, NSA (Mixture C)

1. GENERAL ASPECTS

- 1.1. This scope of work governs the technical conditions for the lease of 15 tank cars suitable and authorized for transport in domestic and international traffic of the product with the name ONU Gaseous Hydrocarbons in liquefied mixture, NSA (Mixture C), according to the security data sheet annexed hereto.
- 1.2. The lease of the 15 tank cars will be made for a period of 24 months.

2. TECHNICAL DATA OF LEASED TANK CARS

- 2.1. to be suitable and authorized for transport of hydrocarbon gases in liquefied mixture, NSA (Mixture C);
- 2.2. to be suitable for transport in domestic and international traffic;
- 2.3. to have minimum capacity of 80 m³;
- 2.4. to be equipped with RSFIR type GESTRA Dn 80 Pn 25 and Dn 50 Pn 25 valves;
- 2.5. to be equipped with side taps type Dn 80 Pn 40 and Dn 50 Pn 40;
- 2.6. the minimum working pressure to be of 2.2 MPa;
- 2.7. the hydraulic test pressure to be of 2.7 MPa;
- 2.8. to be provided with on-off mechanism maneuver;
- 2.9. to have the periodic ISCIR, RP, RIF+RRu inspections performed at the moment of handover – receipt.

3. REQUIREMENTS FOR THE PERFORMANCE OF THE LEASE CONTRACT

- 3.1. **Handover – receipt of tank cars between the Owner (Lessor) and Beneficiary (Lessee)**
 - 3.1.1. handover and receipt between the Lessor and the Lessee in view of the supply as well as return of the tank cars will be made in a mutual agreed site, on Romanian territory. The handover - receipt point will be clearly recorded in the contract between the parties;
 - 3.1.2. the party receiving the tank cars is entitled to make all the verifications which it deems necessary, including the employment, at his expense, of a licensed and specialized company;
 - 3.1.3. all findings will be recorded in the minutes of handover-receipt signed by the parties;
 - 3.1.4. by the provision of the tank cars, the Lessor will deliver the Lessee the following documents:
 - 3.1.4.1. a copy of the latest minutes for conducting periodic ISCIR, RP, RIF + RRu inspections;
 - 3.1.4.2. a document showing the date of the last use and the transported product;

- 3.1.4.3. a declaration stating that the tank cars are suitable for the transport of the referred product;
- 3.1.4.4. if necessary, a document showing the last cleaning or expertise made;
- 3.1.5. the Lessee may refuse to receive a tank car if the verification shows that it is not appropriate, for any proved reasons. In this case, the Lessor shall replace the improper tank car, in the shortest time, with a suitable one.

3.2. Rights and Responsibilities

- 3.2.1. the Lessor is fully responsible of any prejudice produced due to various pre-existing defects of the tank cars that could not be identified on the take-over by the Lessee;
- 3.2.2. the Lessor is responsible with the remedy of the accidental defects occurred while operating the tank cars, by his own fault;
- 3.2.3. the Lessee shall use the tank cars exclusively for the transport of the goods for which have been leased and is fully responsible for the inappropriate use thereof;
- 3.2.4. the tank cars shall be at the exclusive availability of the Lessee all along contract duration;
- 3.2.5. the leased tank cars subject to this contract can be used in international traffic;
- 3.2.6. the Lessor is responsible with the remedy of the accidental defects occurred while operating the tank cars, by his own fault; The remedy of these defects can be made by an authorized firm, engaged by the Lessee, on his expense;
- 3.2.7. the Lessee commits to return the tank cars to the handover-reception site, in good shape, clean and all components complete;
- 3.2.8. if, during the contract performance a tank car is broken or it requires recurrent inspection, it will be proceeded as follows:
 - 3.2.8.1. if the defect falls into the responsibility of the Lessor or recurrent inspection must be performed, the respective tank car shall be replaced, upon the Lessor's request, with another appropriate tank car. For the period as of the declaration of the defect until the replacement or repair thereof the Lessee shall not pay any rent for the respective tank car;
 - 3.2.8.2. if the defect falls into the responsibility of the Lessee, the tank car shall be repaired on his expense, without being withdrawn from rental payment all along the immobilization period;
- 3.2.9. the Lessor will present in his offer a list of defects that may occur, as well as the periodical reviews that he assumes, whose costs will be included in the rental price;
- 3.2.10. where during the contract performance period a defect is being recorded that the parties do not wish to assume, a mixed commission shall be formed in view of analyzing the situation and will decide over the guilty party that will assume the costs of the repair.

3.3. Costs and Financial Responsibility

- 3.3.1. *the costs falling into the responsibility of the Lessor:*
 - 3.3.1.1. for the transport up to the delivery-reception site, in view of making available the tank cars;
 - 3.3.1.2. for the transport from the delivery-reception site, after the tank cars have been returned by the Lessee;
 - 3.3.1.3. for the transport to and from the service stations for accidental defects that fall into his responsibility or the performance of recurrent inspections;
 - 3.3.1.4. for the preparation in view of conducting (cleaning, washing, degassing, etc.) and the conduct of accidental repairs falling into his responsibility and the recurrent inspections during

contract performance period;

3.3.2. *the costs falling into the responsibility of the Lessee:*

3.3.2.1. for the transport from the delivery-reception site, after the tank cars have been returned by the Lessor;

3.3.2.2. for the transport to the delivery-reception site, in view of returning the tanks to the Lessor;

3.3.2.3. all costs related to the normal operation of the tank cars along the contract performance period (transport for loading/unloading, shunting, parking, etc.);

3.3.2.4. for the transport to and from the service stations for accidental defects falling into his responsibility;

3.3.2.5. for the preparation in view of conducting (cleaning, washing, degassing, etc.) and the conduct of accidental repairs falling into his responsibility;

3.3.2.6. the rent will be paid for each tank car starting the day they have been received at the delivery-reception site and up to the day they have been returned to the Lessor, as per the drafted minutes.

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