



NETWORK STATEMENT 2026
of
WIENER LOKALBAHNEN GmbH

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Version 1.0

WIENER LOKALBAHNEN GmbH
NETWORK STATEMENT (SNNB) 2026

Version control

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1. General

These Network Statements (SNNB) apply to access to the railway infrastructure of WIENER LOKALBAHNEN GmbH (WLB), the service facilities connected to the infrastructure and other services of WLB by those entitled to track capacity and those entitled to access for the provision of their railway services.

1.1. General legal framework

Access to the railway network of WLB is in particular governed by the following laws / ordinances:

- Eisenbahngesetz (EisbG)
- Eisenbahnbau- und -betriebsverordnung (EisbBBV)
- EisenbahnarbeitnehmerInnenschutzverordnung (EisbAV)
- Eisenbahn-Beförderungs- und Fahrgastrechtegesetz (EisbBFG)
- Eisenbahn-Eignungs- und Prüfungsverordnung (EisbEPV)
- Eisenbahnschutzvorschrift (EisbSV)

Further information is available on the Internet (<https://www.ris.bka.gv.at>).

1.2. Special legal framework

WLB points out that according to § 86 EisbG and § 185 EisbG, Part 8 (Interoperability) and Part 11 (Special Safety Provisions) of the EisbG do not apply to the WLB infrastructure and operations on this infrastructure.

1.3. Validity, changes and publication

1.3.1. Validity

The Network Statement applies to one network timetable period, with the second Saturday in December, midnight, being the date for the annual change of the network timetable period. Therefore, the present Network Statement 2026 is generally valid from midnight on December 14, 2025, to midnight on December 12, 2026.

1.3.2. Publication

Pursuant to § 59 (8) of the EisbG, the WLB must publish the SNNB and any amendments thereto free of charge in electronic form on its website in a manner accessible to everyone at least four months before the deadline for submitting requests for the allocation of track capacity.

The SNNB is published in German and English. In the event of any discrepancies between the German and English versions, the German version shall prevail.

1.3.3. Changes

Pursuant to § 59 (2) of the EisbG, the WLB is obligated to keep the SNNB up to date and to amend it as necessary. The WLB will notify authorized users of changes to this

SNNB in writing and indicates at the beginning of the period, point out that the changes will be deemed agreed upon if the authorized user does not object in writing within four weeks.

1.3.4. Correctness

The WLB strives to ensure that the information in the Network Statement is correct. However, particularly due to statutory publication deadlines and the large number of ongoing changes (e.g., data on railway infrastructure), it cannot be ruled out that the Network Statement may deviate from the actual circumstances.

The WLB is not liable for any direct or indirect damages resulting from deficiencies or printing errors in the SNNB and other documents. Furthermore, any responsibility for the content of all external websites to which this SNNB and other documents refer (e.g., links) is rejected.

1.4. Contact persons

WLB – Contact person

WIENER LOKALBAHNEN GmbH
Purkytgasse 1B
1230 Wien

Ing. Paul Polasek, B.A.
Tel: +43 1 9044453600
E-Mail: wlb.netzzugang@wlb.at

Allocation body & fee-collecting body of WLB

SCHIG mbH – Schieneninfrastruktur-Dienstleistungsgesellschaft mbH.
Jakob-Lind-Straße 2, Stiege 2, 4. OG, 1020 Wien
Dep. Promotions

Peter Bogner-Paczelt
Tel: 01/8127343-4205
Fax: 01/8127343-1700
E-Mail: schig.fre@schig.com
www.schig.com

1.5. Definitions

Unless otherwise defined below, reference is made in particular to the Federal Act on Railways, Rail Vehicles on Railways and Traffic on Railways (Railway Act 1957 – EisbG) in its currently valid version.

Permit

The authorization granted in accordance with the laws and regulations of the state in which the railway undertaking/international grouping (RU) has its registered office, within the meaning of EU Directive 2016/798 on the provision of rail transport services or a transport permit/concession in accordance with the EisbG.

Support persons

Employees or other persons employed by WLB or the person authorized to access the contract, insofar as these employees and other persons act in the exercise of their duties.

Third person

Any natural or legal person other than the WLB and the person authorized to access, including their assistants.

Track capacity

The requested infrastructure capacity allocated by means of a written contract, which is required for a train to run between two locations at a specific time.

Disruptions in operational processes

Deviations from normal operating conditions, particularly due to accidents, vehicle defects, malfunctions in safety systems, overhead line malfunctions, work on the track, natural events and other unavoidable events.

Allocation body & fee-collecting body of WLB

From the 2006/2007 timetable, the Schieneninfrastruktur-Dienstleistungsgesellschaft mbH (SCHIG mbH) has taken over the tasks of the allocation office for the WLB and contractually assumes all tasks as the charging body.

Authorized persons (according to §57 EisbG)

- Railway undertakings established in a Member State of the European Union or in a Contracting Party to the Agreement on the European Economic Area for the provision of passenger transport services;
- Railway undertakings established in a Member State of the European Union, in a Contracting Party to the Agreement on the European Economic Area or in the Swiss Confederation for the provision of rail freight transport services.

Infrastructure capacity holders (according to §57a EisbG)

Following have the right to non-discriminatory allocation of infrastructure capacity:

- Access authorized parties,
- International groupings of railway undertakings, other natural and legal persons such as public authorities within the framework of Regulation (EC) No 1370/2007, shippers, freight forwarders and combined transport undertakings that have a public or private interest in acquiring infrastructure capacity.

1.6. Liability of WLB and the authorized access party

- 1.6.1. The WLB and the authorized access party are liable in accordance with the statutory provisions.

1.6.2. The access authorised party is also liable in accordance with Article 9 § 4 CUI in conjunction with § 31 EisbBFG for damages, including loss of use fees, which WLB incurs due to operational disruptions.

1.6.3. WLB is not liable for delays and operational disruptions, including rail replacement services, according to Art. 8 para. 4 CUI in conjunction with § 31 EisbBFG.

1.7. Interaction of causes

1.7.1. If causes attributable to WLB and causes attributable to the authorized access party have interacted, each contracting party shall be liable only to the extent that the circumstance attributable to it in accordance with point 1.6 contributed to the occurrence of the damage. If it cannot be determined to what extent the respective cause contributed to the occurrence of the damage, each contracting party shall bear the damage it has suffered itself.

1.7.2. Point 1.7.1 shall apply mutatis mutandis if causes attributable to WLB and causes attributable to several access rights holders using the same railway infrastructure have interacted..

1.7.3. Point 1.7.1 applies mutatis mutandis if causes have combined for which several access rights holders using the same railway infrastructure are responsible. If it cannot be determined to what extent the respective cause contributed to the damage, the access rights holders shall be liable to WLB in equal shares.

1.7.4. If the cause of damage is unknown, point 1.7.1 sentence 2 applies accordingly.

1.8. Liability of employees

The employees of the contracting parties are not liable beyond the liability of the contracting parties themselves. The employees of the other contracting party are not liable to the injured party. These provisions apply to the extent that they are not contrary to mandatory law.

1.9. Vicarious liability

If one of the contracting parties uses auxiliary persons to carry out his activities, he shall be liable as if he were his own fault (§ 1313a ABGB).

1.10. Environmental liability

The access party is liable for compliance with the relevant legal provisions in connection with the use of the railway infrastructure and shall indemnify, defend, and hold harmless WLB. If WLB, in particular as the owner of the railway infrastructure, is obligated to remedy environmental damage caused by the access party, even if through no fault of its own, the access party shall reimburse WLB for the costs and other expenses incurred. Any claims for damages by WLB remain unaffected.

1.11. Environmentally hazardous impacts

1.11.1. If there are any environmentally hazardous effects (immissions, emissions, contamination, etc.) or if there are explosion, fire or other dangers to railway operations, the authorized access party must immediately notify the WLB operating office designated in accordance with the operating regulations.

1.11.2. This notification and any measures to be taken by the WLB in accordance with the operating regulations or general legal provisions shall not affect the responsibility of the access user for the immediate initiation of measures and the obligations incumbent upon him (e.g. notification of the competent police authorities and the fire brigade).

1.12. Claims by third parties

In the event of a claim being made against a contractual partner who is not liable internally by a third party, the party liable internally must be informed of this.

1.13. Entering WLB facilities

To the extent necessary for the provision of transport services by the access party, WLB grants its general consent to the entry of its railway infrastructure facilities by the access party's employees and by third parties who are legally authorized within the meaning of point 1.3.

If persons wish to access WLB railway infrastructure facilities or service facilities connected to the infrastructure alone outside of designated locations, they must have appropriate training (operational service according to § 23 EisebEPV) or equivalent training. In addition, permits must be applied for from WLB, unless safe entry is guaranteed through operational measures and the presence of trained railway employees on site.

The WLB safety regulations must be observed.

1.14. Termination of the contract

For important reasons and in particular for the reasons listed below, the infrastructure usage contract can be terminated without notice by letter:

- 1.14.1. In the event of serious violations of fundamental provisions of the infrastructure usage contract.
- 1.14.2. If the party entitled to access no longer meets the conditions required for access to the railway infrastructure of the WLB, in particular if the safety certificate or the authorisation is no longer available or if the insurance risk is under-covered or not covered;
- 1.14.3. If the access user transfers the rights of use granted to him under the infrastructure usage agreement to a third party without the prior consent of WLB;
- 1.14.4. If the safety standards required for the provision of railway transport services and laid down in the safety certificate for the rolling stock of the access holder or a third party appointed by the access holder with the prior consent of the WLB have ceased to exist,
- 1.14.5. If the reliability within the meaning of point 3.8 of the personnel of the authorized access party or of a third party commissioned by the authorized access party with the prior consent of WLB ceases to exist during the term of the contract.

The allocation office of the WLB is entitled to terminate the infrastructure usage contract by unilateral, written and receipt-requiring declaration subject to a notice period of 14 days if the party entitled to access has not exercised its right of access to allocated track capacity within the last three months prior to termination due to circumstances for which it is responsible;

The WLB allocation office reserves the right to conclude further contracts for the use of the railway infrastructure with access rights holders whose infrastructure usage contracts have been terminated in accordance with points 1.14.1 or 1.14.2 only after careful review of their reliability and trustworthiness.

1.15. Disclosure of data of the authorized party

- 1.15.1. Irrespective of existing legal obligations, the authorized access party gives his/her express consent that the data disclosed to the WLB may be recorded by the WLB and its allocation office itself and used for the intended purpose, and that these documents or individual data may be passed on to insurers for the purpose of reviewing or assessing the insurance risk, as well as to authorities, provided that the authorized access party has not demonstrated legitimate economic interests that conflict with such disclosure in the individual case when disclosing the data or handing over the documents.
- 1.15.2. In the case of trains transferred to other railway infrastructure undertakings, the access party consents to the data disclosed to the WLB in accordance with point 7.3 being passed on by the WLB and its allocation body to the railway infrastructure undertakings concerned, provided that the access party has not demonstrated legitimate economic interests that conflict with such a transfer in the individual case when disclosing the data or handing over the documents.

1.16. Confidentiality

- 1.16.1. The contracting parties undertake to maintain confidentiality of all information, data and documents obtained in connection with the contractual services, unless the respective contracting party releases the other contracting party from this obligation in writing in individual cases.
- 1.16.2. Furthermore, in the event that the contracting parties engage third parties to provide the contractual services, and in the event of any other liability for damages regardless of fault, the contracting parties undertake to impose this confidentiality obligation on such third parties as well. In particular, the contracting parties undertake to comply with the Data Protection Act and the General Data Protection Regulation in their respective applicable versions.
- 1.16.3. This confidentiality obligation shall not affect statutory transparency obligations (e.g., the IFG, the MedKF-TG, etc.) that require the disclosure of information by one of the contracting parties.

1.17. Services not covered by the infrastructure usage fee

If the party entitled to access the railway infrastructure also uses services or facilities that are not covered by the infrastructure usage charge, these network usage conditions shall apply mutatis mutandis.

1.18. Payment deadline and default

Payments are due 30 days after invoicing. In the event of late payment, the authorized user shall pay default interest at a rate of 9.2% p.a. above the applicable base interest rate of the ECB (published by the Austrian National Bank) from the day following the due date, and a flat-rate reminder fee of EUR 10.00 for each written reminder.

1.19. Right of set-off

The access authorised party may only offset claims against WLB if his counterclaims are undisputed or legally established.

1.20. Severability Clause

Should individual provisions of this agreement be invalid or unenforceable for legal reasons without making the maintenance of the agreement unreasonable for one of the contracting parties, the remaining provisions of the agreement shall not be affected. The same applies to any gaps in the agreement. In place of the invalid, unenforceable, or incomplete provision, the agreement shall be supplemented or interpreted in such a way that the objectives pursued by the contracting parties are achieved as far as possible.

1.21. Right of retention

The person entitled to access has no right of retention whatsoever with regard to contractually owed payments.

1.22. Applicable law, place of jurisdiction

Austrian law applies exclusively, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The place of jurisdiction for all disputes arising in connection with this contract between the allocation agency or WLB and the access authorised party is – unless special jurisdiction or legal protection systems are provided – the relevant competent court in Vienna.

1.23. Complaints

Those entitled to track capacity have the right to lodge a complaint with the Rail Control Commission if a request for the allocation of track capacity or the granting of the minimum access package is not granted for the reasons stated in § 72 (1) of the Railways Act. Furthermore, those entitled to access are entitled to lodge a complaint with the Schienen-Control Kommission in connection with the granting of services and access to service facilities, including track access, for the reasons stated in § 73 (1) of the Railways Act.

The complaint must be made in writing and contain the requests referred to in § 72 (2) and 73 (1) of the EisebG.

Schienen-Control Kommission
Linke Wienzeile 4/1/6
1060 Wien
Tel.: +43 1 5050 707
E-Mail: office@schienencontrol.gv.at

2. Railway infrastructureRail network

WLB operates a rail network consisting of three lines in the southern area of Vienna. This network is connected to the rail networks of the following railways:

- ÖBB-Infrastruktur AG
- Wiener Linien GmbH & Co KG

The transfer of traffic to these rail networks requires separate usage agreements with these railways.

2.2. Route list

R. Nr.	part of the route	Maximum permissible axle load [t]	Maximum permissible load per meter [t/m]	Route class	Remarks
1	1.1 Hst. Schedifkaplatz km 2,385 to Üst Schedifkaplatz km 2,510	12	4,5	-	Operation according to StrabVO
1	1.2 Üst Schedifkaplatz km 2,510 (Hauptsignal D70 + D70f) to km 25,334 (Hauptsignal E601)	22,5	8	D 4	
1	1.3 km 25,334 (Hauptsignal E601) to BJ	12	4,5	—	Operation according to StrabVO
2	connection to ÖBB Matzleinsdf. (P2 WLB - Abzw. P Altmannsdf ÖBB)	22,5	8	D 4	
3	connection to Traiskirchen Aspangbahn (P11 WLB - TI ÖBB)	22,5	8	D 4	

2.3. Connecting tracks

The following connecting tracks branch off from the WLB rail network:

- Neu Guntramsdorf: Anschlussbahn IZ

2.4. Route description

With Appendix 5, the WLB provides a regularly updated description of all routes on the available rail network on the Internet for everyone to access. The description contains the following information for each route:

Maximum speed depending on the train type, axle load, clearance gauge, type of electrification, type of signaling system, tracking systems, train radio system, maximum permissible train length, maximum permissible train weight.

WLB will provide the access authorised person with all documents containing this information, the detailed timetable documents and any changes in a timely manner, at the latest upon conclusion of the contract.

2.5. Transport stations

The operating point descriptions (Bsb) contain the description of the traffic stations from an operational point of view and provide information on track and platform lengths, platform heights, signal locations, etc.

2.6. Energy supply

The electrified route 1 of the WLB is supplied with 850V DC (-30% / +25%). The maximum possible current consumption is < 800 A. Information about the power system can be found in the line overview or on the WLB website.

2.7. Signalling systems

Route 1 of the WLB is equipped with 50 Hz track circuits, traction current circuits, and axle counters. Interference from traction currents is not permitted. For signal control reasons on Line 1, the electrical short circuit between the tires of a wheel set or wheel pair must be ensured with a maximum of 0.4 ohms.

2.8. Traffic control systems

The WLB rail network is operated without a traffic control system.

2.9. Railroad crossing safety systems

Technically secured railroad crossings on route 1 of the WLB are activated by magnetic rail contacts, wheel sensors, or induction loops (VETAG system). Traction vehicles not equipped with a VETAG are classified as exceptional consignments on Line 1.

2.10. Traffic monitoring

Route 1 of the WLB is equipped with computer-aided traffic monitoring. The central Trapeze - EFB system enables the transfer of timetable and real-time data from previous systems to provide the traffic control center with a clear overview of the current traffic situation.

2.11. Communication systems

WLB operates a digital radio network, the TETRA system, on its rail network. This system is used for telephone communication between the operational control unit, operational monitoring, train drivers, and construction activities. Locomotives not equipped with the WLB TETRA radio system are considered exceptional transmissions.

Trains must transmit train configuration and real-time data, including their position when stopping or passing traffic stations, to the computer-based traffic monitoring system of the WLB infrastructure via radio data transmission. Trains that do not transmit data to the computer-based traffic monitoring system of the WLB infrastructure are to be classified as exceptional transmissions

On the entire WLB rail network, the driver of the leading locomotive must carry a suitable and switched-on mobile phone (for public mobile communications).

2.12. Shunting radio

WLB does not operate its own shunting radio system on its rail network. Simplified shunting activities (without shunting crews) that are directly related to train movement can be handled via the WLB operational radio system.

2.13. Railway infrastructure quality

The WLB ensures that the quality of the railway infrastructure is suitable for the provision of the contractually agreed transport services under normal operating conditions.

Notwithstanding this, WLB is entitled to improve or worsen the quality of the railway infrastructure and to change the relevant technical standards.

If such a change occurs during the term of an infrastructure usage agreement, WLB is obligated to minimize the negative impact on the access user, in particular through the measures pursuant to point 7.5 (traffic control with the aim of returning to normal operating conditions), to the extent economically reasonable. Any warranty or compensation claims remain unaffected.

2.14. Work on the track

WLB has the right to carry out all work or measures on its railway infrastructure in connection with the provision and development of the railway infrastructure.

The WLB will inform the access holders in good time before the start of work or measures planned well in advance that will result in serious disruptions to operations; the WLB will inform the access holders of all other work or measures as soon as possible. Pursuant to § 55e Par. 3 of the Railway Infrastructure Act, the concerns raised by the holder of track capacity will be considered as best as possible.

The WLB carries out the work or measures in such a way that the impact on the transport services of those entitled to access is kept as low as possible.

2.15. Operating hours

The operating times of the WLB routes and operating stations are:

Di – Do: respectively 4:25 a.m.– 1:35 a.m.

Fr - Mo: Fr. 4:25 a.m.– Mo. 1:35 a.m.

Holiday 00.00 a.m.– 12.00 p.m.

The opening hours of the service facilities connected to the infrastructure are listed in the minimum information on the service facilities of WIENERLOKALBAHNEN GmbH.

Infrastructure capacity requests that fall outside the defined and published operating hours will generally be rejected.

WLB reserves the right to restrict the operating and opening hours of routes, operating points and service facilities.

2.16. Operating regulations

The operating regulations and any amendments can be requested free of charge by the

authorized user at wlb.netzzugang@wlb.at. Upon request, the authorized user can also receive a printed copy of the operating regulations for a fee. The authorized user will be automatically informed electronically of any changes, additions, or newly applicable operating regulations.

The access authorised party is obliged to inform its employees and other natural and legal persons whom it uses in connection with the use of the railway infrastructure in advance of the operating regulations and to ensure compliance with the provisions.

2.17. Operating language

The language to be used on the WLB rail network is German.

3. Conditions of access

3.1. Conditions for exercising access rights, scope of use

3.1.1. Requirements for authorized access persons according to § 57a Z1 EisbG:

- Proof of valid authorization as an RU (transport permit or concession) for the transport services in question;
- the safety certificate or a certified SMS;
- Proof of continued liability insurance coverage in accordance with EisbG

3.1.2. Requirements for infrastructure capacity holders according to §57a Z2 EisbG

Those entitled to track capacity in accordance with § 57a Z2 EisbG are hereinafter referred to as non-railway undertakings (NRU).

The NRU must demonstrate its individual or public interest in acquiring the infrastructure capacity at the latest when submitting the request for the allocation of infrastructure capacity. Otherwise, the infrastructure capacity request will be rejected.

The use of the track capacity allocated to the NRU must be carried out by an RU, which must be notified to SCHIG mbH or WLB:

- At least 30 days before the first day of operation of the allocated track capacity,
- in any case upon submission of the request, provided that the time until the first day of operation of the allocated infrastructure capacity is less than 30 days.

3.2. Traffic permit and concession

The requirements for applying for a transport permit and concession can be obtained from the competent authority in accordance with Section 12 of the EisbG. Further information and contact details are available on the website of the responsible Federal Ministry of Transport, currently at

<https://www.bmimi.gv.at/themen/verkehr/eisenbahn/sicherheit/verkehrsgenehmigung.html>

3.3. Safety certificate, certified SMS

Access to the WLB railway infrastructure is only granted to railway undertakings that hold a valid single safety certificate for this infrastructure or have a certified safety management system (SMS) in accordance with Delegated Regulation (EU) 2018/762 for this infrastructure.

3.4. Insurance

Before the contract comes into effect, the authorized access party must provide evidence of continued liability coverage by submitting a confirmation from the respective insurer confirming the conclusion, existence, scope, and coverage of an insurance policy in accordance with Article 22 of EU Directive 2012/34/EU or § 15a, Z10, § 15b, Paragraph 1, Z4, or § 16b, Paragraph 1, Z4 of the EisbG, and maintain this insurance at the required level throughout the entire term of the contract. Changes to the insurance contract or coverage must be notified to WLB immediately by submitting a corresponding confirmation from the insurer. In the event of a shortfall

or loss of insurance coverage occurring after the conclusion of the contract, sufficient accident liability coverage must be obtained immediately. Any claims for damages by WLB remain unaffected.

The authorized access holder expressly authorizes WLB to request information from the liability insurer regarding the insurance contract and the coverage of the risks. Furthermore, WLB is entitled to inspect the authorized access holder's insurance documents.

WLB may waive the requirement of proof of continued liability insurance coverage if the access party provides evidence of accident liability coverage through at least equivalent measures. In this regard, the access party must maintain continued liability coverage prior to the contract's entry into force by submitting appropriate documentation regarding the existence, scope, and coverage of the corresponding amount throughout the entire term of the contract. Changes affecting the equivalent measures or coverage must be notified to WLB immediately by submitting appropriate documentation. In the event of a shortfall in coverage or a loss of equivalent measures occurring after conclusion of the contract, sufficient accident liability coverage must be obtained immediately. Any claims for damages by WLB remain unaffected.

For the right of the allocation office and the WLB to terminate the contract without notice, see point 1.14.

3.5. Evidence, documents

The access authorised party shall submit to the WLB in writing (electronically is sufficient) all documents required for exercising the rights under the Network Statement in accordance with point 3.1 as proof that it meets the requirements for access to the railway infrastructure.

The authorized access party declares in writing that at the time of conclusion of the contract, it has neither requested a change to any authorizations pursuant to point 3.1 nor has such a change been made in the meantime, nor has any revocation proceedings been initiated. The authorized access party must immediately notify WLB of any change to the conditions for exercising the authorization or the revocation of the authorization. Any claims for damages by WLB remain unaffected.

The required evidence/documents must be submitted in the original or as an officially certified copy in German, or as a certified German translation. Evidence/documents that can be obtained free of charge from an authority in German do not need to be submitted separately.

3.6. Types of contracts

3.6.1. Framework agreement (framework regulation according to § 64 EisebG)

For the allocation of track capacity for a period longer than one network working timetable period, WLB offers framework regulations in accordance with § 64 EisebG for subsequent transport services:

- Transport services in accordance with § 63 Abs. 2
- Transport services to fulfil public service obligations in passenger transport

In order to obtain a framework agreement, infrastructure capacity applicants must provide the allocation body with information on the commercial contracts, special investments or risks underlying the framework agreement.

3.6.2. Infrastructure usage agreement

The prerequisite for access to the railway infrastructure and for the use of service facilities and services is an infrastructure usage agreement concluded between the RU and the WLB.

The infrastructure usage agreement includes the network usage conditions and the train path agreement, which contains details on the allocated track capacity and any service facilities and services. The contract template is included in Appendix 3.

3.6.3. Infrastructure Capacity Contract

If the infrastructure capacity applicant meets the requirements set out in Chapter 3.1.2, a track capacity contract will be concluded with it. The contract template is included in Appendix 4.

3.7. Transfer of rights and obligations

3.7.1. The authorized access user is not entitled, except as provided in point 3.7.2, to transfer rights and obligations under this contract to other natural or legal persons. Regarding the right of the WLB allocation office to terminate the contract without notice, see point 1.14.

3.7.2. The access party may, with the prior consent of the allocation body and the WLB, use other railway undertakings as subcontractors to provide services, insofar as and to the extent covered by the RU's safety certificate. The access party is obligated to comply with the provisions of the safety certificate and is responsible for compliance with the contract. At the request of the allocation body and the WLB, the access party is obligated to submit to the allocation body and the WLB the contractual provisions of the agreement concluded with the subcontractor, which regulate the use of the infrastructure provided by the WLB and the use of other services, in particular the deployment of personnel and rolling stock. The contract between the access party, the allocation body, and the WLB remains unaffected. The access party may only use railway undertakings that are economically and technically capable of complying with the terms of this contract. The access holder shall be liable for any action or omission committed by a railway undertaking commissioned by the access holder as if it were its own. Regarding the right to terminate the contract, see point 1.14.

3.7.3. The party entitled to access is prohibited from trading in the infrastructure capacity(ies) allocated to the RU, failing which the allocation body and the WLB are entitled to terminate the contract without notice (see point 1.14).

3.8. Staff acceptance

The person authorized to access the railway is responsible for ensuring that the personnel required for the safety and order of railway traffic and railway operations comply with the requirements arising from the legal and other provisions and regulations applicable to the provision of the intended transport service.

3.8.1. Traction unit drivers

The authorization to drive and operate locomotives by locomotive drivers on railways in Austria is regulated in §§ 124 ff EisebG or respectively. the Triebfahrzeugführer-Verordnung (TFVO).

For sections of the route on which operations are carried out in accordance with the StrabVO, the provisions of the StrabVO apply.

3.8.2. Operational personnel

Operating personnel of the EVU (or their contractors) who carry out qualified activities according to the EisbEPV must be trained, examined and further educated in accordance with its provisions and be able to demonstrate the necessary suitability at any time.

For all other activities not covered by the EisbEPV, recognition of training and the necessary suitability for employment on the WLB rail network by the WLB management is necessary.

For sections of the route on which operations are carried out in accordance with the StrabVO, the provisions of the StrabVO apply.

The RU is responsible for the training, further education and examination as well as the necessary suitability of employees of RUs (or their contractors).

The necessary training measures for train drivers and operational staff as well as training measures for acquiring local and route knowledge are offered by the WLB training facility.

The implementation of training measures by the WLB is carried out in accordance with available resources and without discrimination.

If the security certificate does not contain any information in this regard, the person authorized to access must, at the request of WLB at any time during the term of the contract, in particular, prove that the personnel

- have the necessary local and route knowledge and the professional qualifications to fulfill the obligations of the contract in question,
- has knowledge of the regulations applicable to the WLB routes and observes them,
- have sufficient command of the operating language (see point 2.17) to enable the application of the regulations, both verbally and in writing, and the exchange of information, both under normal operating conditions and in the event of disruptions in operations.

If employees do not comply with any of the above-mentioned requirements, they may not be employed on the WLB rail network.

3.9. Rail vehicles

The authorized party may only operate rail vehicles on the WLB rail network if they meet the legal requirements according to the EisbG by one of the following points:

- Railway law authorisation (operating licence or authorisation for placing on the market)
- Projects that do not require approval in accordance with. § 36 EisbG (in particular § 36 Abs 4) and § 110 EisbG (in particular § 110 Abs 7)
- Testing before using an approved rail vehicle (route compatibility) in accordance with § 112 EisbG

The authorized party shall ensure that the rail vehicles comply with the requirements of the safety certificate throughout the entire term of the contract. Otherwise, WLB is entitled to terminate the contract without notice. Any claims for damages by WLB remain unaffected.

The authorized person is responsible for the proper and safe maintenance and operating condition of the vehicles.

3.9.1. Network registration

In addition to railway approval and route compatibility testing, rail vehicles also require network registration before being deployed on the WLB rail network. To obtain network registration, the RU must provide proof of route compatibility in accordance with Appendix 5.

Applications should be sent to wlb.netzzugang@wlb.at. Processing time is eight weeks.

3.9.2. Exceptions

Vehicles with the following interoperability markings are exempt from the requirement of network registration:

- Freight wagons: RIV, TEN, CW, TEN GE
- Passenger carriage: RIC

Notwithstanding the exception to the requirement of network registration, the party entitled to access must check whether the rolling stock is compatible with the section of track on which it is to be used.

3.9.3. Prohibited locomotives and wagons:

The following rail vehicles may not be used on the WLB rail network:

- Rolling stock with more than three-axle bogies
- Three-axle wagons (except wagons with central steering axle)

3.9.4. Requirements for vehicles operating on routes with operations in accordance with the StrabVO:

Only vehicles that comply with the StrabVO and have a wheel or flange profile suitable for tramway operation may operate on routes operated in accordance with the StrabVO. For vehicles with a different wheel or flange profile, derailment safety must also be demonstrated in the route compatibility test according to Appendix 5, based on EN 14363.

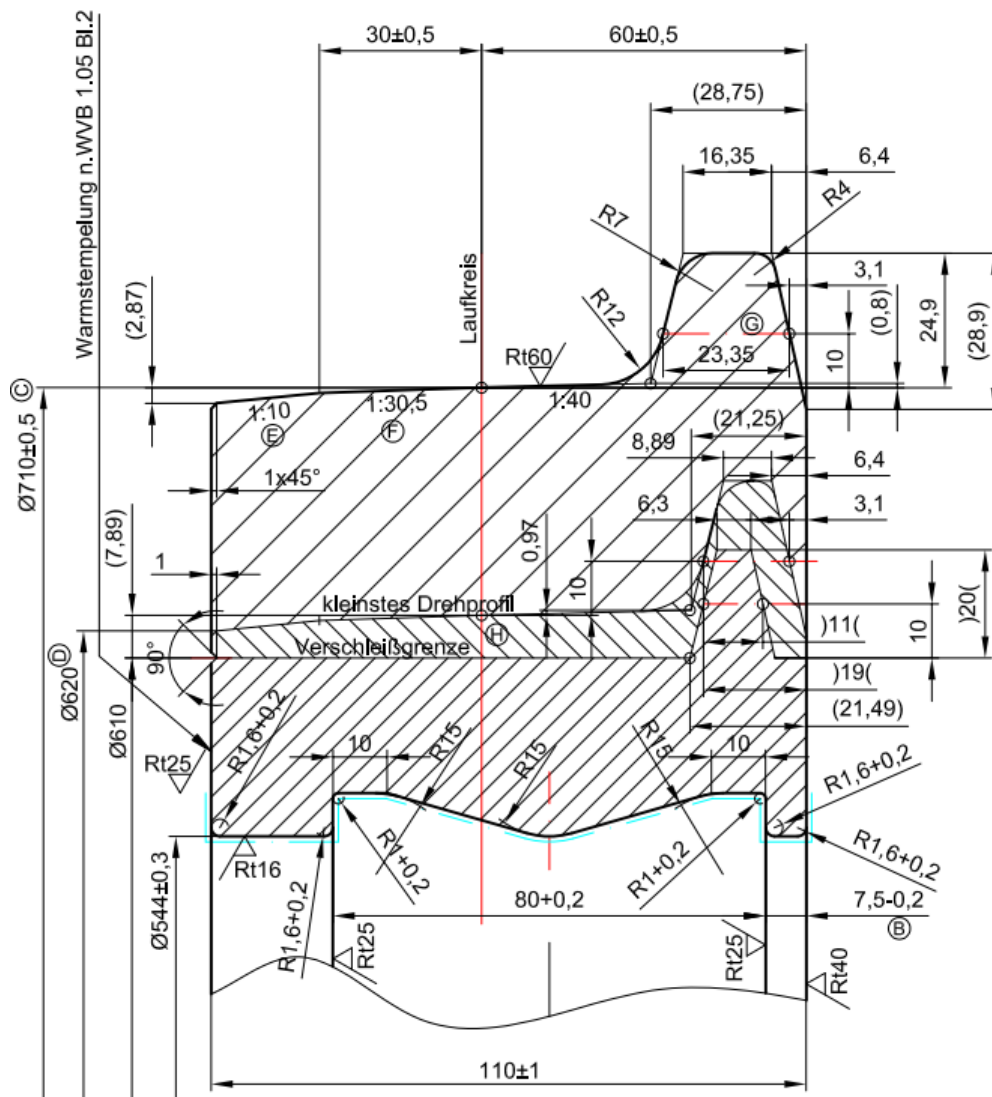


Fig.: Wheel or flange profile for tram operation

3.10. Exceptional transport

Consignments/transportations are considered exceptional if, due to their external dimensions, weight, or nature, special measures are required with regard to the railway infrastructure or wagons, and they can therefore only be transported under special technical and/or operational conditions. Likewise, locomotives that are not equipped with a VETAG or the WLB operational radio system, as well as trains that do not transmit data to the WLB infrastructure's computer-aided traffic monitoring system in accordance with point 2.11, are classified as exceptional consignments.

Applications for exceptional transports should be sent to wlb.faplo@wlb.at. Processing time is 8 weeks.

3.11. Dangerous goods

The provisions of the "Regulations Concerning the International Carriage of Dangerous Goods by Rail" (RID) apply to the transport of dangerous goods by rail for national and international

rail services. These provisions can be found in the Federal Legal Information System. Furthermore, the Dangerous Goods Transport Act – in particular Section 5 – and the provisions of UIC Leaflet 471-3 must be observed. Relevant data, in particular the annual quantity of dangerous goods transported by class, must be made available by the railway undertakings free of charge at least once a year upon request from the WLB's operations management.

On the WLB rail network, no areas are available for the temporary parking of vehicles during transport in accordance with Chapter 1.10 RID.

4. Allocation of track capacity

4.1. Allocation of track capacity by the allocation body

Procedure:

The infrastructure capacity holder submits his request for allocation of infrastructure capacity in writing to SCHIG mbH. An order must be submitted using the order forms included in the appendix and must include the following information:

- Traffic relation
- Time (location, stays, days of operation)
- Draw weight, length
- Traction vehicle
- Speed
- Braking options
- Special features (e.g. vehicle manipulation, connections, personnel replacements, RID, unusual shipments, deposits/storage, etc..)
- Route compatibility check according to Annex 5

If the application for track capacity is incomplete, SCHIG mbH will request the applicant to provide the necessary data within three working days; otherwise, the application will be deemed not submitted on time. SCHIG mbH's office hours are Monday to Thursday from 9:30 a.m. to 3:30 p.m. and Friday from 9:30 a.m. to 1:00 p.m.

Complete and timely orders submitted to SCHIG mbH form the basis for timetable construction and the allocation of track capacity. If the authorized infrastructure capacity holder changes its order in whole or in part after the order date, the authorized infrastructure capacity holder bears the risk of an unfulfillable order. Any additional costs incurred by SCHIG mbH or WLB as a result must be reimbursed by the authorized infrastructure capacity holder.

4.2. Allocation of track capacity by SCHIG mbH

SCHIG mbH, as the allocation body of the WLB, decides on the allocation of track capacity in a non-discriminatory manner, taking into account the relevant legal provisions of the Railway Act as amended.

SCHIG mbH performs the tasks associated with the function of an allocation body for WLB as an integrated railway infrastructure company.

SCHIG mbH allocates track capacity to those entitled to track capacity in accordance with the principles of equal treatment and efficient use of the railway infrastructure.

The infrastructure capacity holder undertakes to comply with the allocation principles of § 63 EisebG as best as possible.

The allocation of track capacity and the granting of the minimum access package, except in the case of § 70a (4) of the Railways Act, takes the form of a written contract containing all conditions related to access to the railway infrastructure and the granting of the minimum access package with regard to administrative, technical, and financial modalities. SCHIG mbH concludes these contracts with the track capacity holders in the name and for the account of WLB.

4.3. Procedure for the allocation of infrastructure capacity

4.3.1. Procedure for network timetable preparation

Phase I - Main ordering phase:

The deadline for submitting requests from infrastructure capacity holders for the allocation of infrastructure capacity to be included in the working timetable ends on 15 October 2025.

When preparing the network timetable, SCHIG mbH will, as far as possible, comply with all requests for the allocation of track capacity.

Priorities in track capacity allocation:

Pursuant to § 65 (5) of the Railways Act, railway capacity holders who intend to submit a request for the allocation of railway capacity for the provision of passenger rail services on the railways listed in § 57c (1) to the allocation body must notify the allocation body and the Rail Control Commission of this at least 18 months before the entry into force of the network working timetable to which this request is to relate.

Pursuant to § 65 (7) of the EisbG, SCHIG mbH, as the allocation authority, grants priority to special railway services in the cases regulated in § 65c (3) of the EisbG in the network timetable preparation and coordination process. The following prioritization rule applies:

1. Request for allocation of track capacity determined in accordance with § 63 (2);
2. Request for infrastructure capacity to fulfill public service obligations in passenger transport during peak hours;
3. Other infrastructure capacity requests in order of the level of social benefit of the underlying railway services; freight services, in particular cross-border freight services, are to be granted a higher social benefit than passenger services.

The WLB defines the peak traffic times as follows:

Mo – Fr:	4:25 a.m. – 1:35 a.m.
Sa:	4:35 a.m. – 1:35 a.m.
Su and holiday	4:50 a.m. – 1:35 a.m.

Phase II – Coordination procedures:

If incompatibilities arise between different requests from infrastructure capacity holders for the allocation of infrastructure capacity during the preparation of the network timetable, which would have to be taken into account in the preparation of the network timetable, the allocation body shall endeavour to achieve a mutually acceptable solution by coordinating these requests and negotiating with the infrastructure capacity holders in accordance with § 65b Par. 1 of the EisbG..

Phase III – hearing:

SCHIG mbH, as the allocation body, shall consult all those entitled to capacity who have requested the allocation of capacity or have made a non-binding enquiry, as well as third parties who wish to comment on the draft working timetable and grant them a period of one month to comment.

Phase IV - Coordination procedures 2:

In cases where requests from infrastructure capacity holders for the allocation of infrastructure capacity, which would have to be taken into account in the network timetable preparation, cannot be granted to an appropriate extent after coordination of the requested infrastructure capacity and consultation with the requesting infrastructure capacity holders, SCHIG mbH, as the allocation body, shall immediately declare the relevant railway infrastructure section to be overloaded. This declaration will also be made if it is foreseeable that the capacity of the railway infrastructure will be insufficient in the near future.

Phase V – Dispute resolution:

For the purpose of quickly resolving disputes between infrastructure capacity holders regarding the allocation of requested infrastructure capacity, the allocation body has established a dispute resolution system that ensures decisions on disputes within ten working days.

Phase VI – „overloaded railway infrastructure“:

If requests for the allocation of track capacity lead to the “declaration of overloaded railway infrastructure”, the following procedure shall apply to this overloaded railway infrastructure and the following priority criteria shall be applied:

According to § 65c Par. 3, SCHIG mbH, as the allocation body, gives priority to special railway transport services in the regulated cases in the network timetable preparation and coordination procedures.

When drawing up the working timetable, the allocation body must give priority to the following under non-discriminatory conditions and in compliance with the following order:

1. Request for allocation of track capacity determined in accordance with § 63 (2);
2. Request for infrastructure capacity to fulfill public service obligations in passenger transport during peak hours;
3. Other infrastructure capacity requests in order of the level of social benefit of the underlying railway services; freight services, in particular cross-border freight services, are to be granted a higher social benefit than passenger services..

The rejection of a request by a party entitled to track capacity for the allocation of track capacity shall be made in writing, stating the reasons given by the allocation body.

4.3.2. Dates for infrastructure capacity allocation for the 2026 timetable

The 2026 timetable year runs from 14 December 2025 to 12 December 2026.

Request for track capacity allocation (main hearing) 15. October 2025

Network timetable draft by SCHIG mbH 31. October 2025

The date indicated in each case is the end of the respective period.
The timetable will enter into force on December 14, 2025.

4.3.3. Infrastructure capacity allocation for "in-year" traffic (Ad-hoc traffic)

The prioritization of requests for the allocation of track capacity for services related to the current timetable is based on the "first come, first served" principle, i.e., requests submitted earlier will be given priority over requests submitted later. The postmark date applies

4.4. Charges for unused infrastructure capacity (§ 67i EisbG)

For requests for which no allocation has been made for reasons attributable to the infrastructure capacity holder, train paths are cancelled before the network timetable comes into force, or there is no or insufficient use according to the allocation, WLB or SCHIG mbH, as the charging body, will charge a reservation fee for each allocated train path. The amount of the fee is specified in the infrastructure usage fee under "Reservation Fee".

4.5. Access to service facilities

Authorised users can apply to the WLB or the operator of the service facility for the necessary services in accordance with the product catalogue (Chapter 5).

5. Product catalog network access 2026

Valid from December 14, 2025

Contact:

WLB Betriebsleitung

Purkytgasse 1B
1230 Wien

Tel.: +43 1 9044453600
Fax.: +43 1 9044453999
Email: wlb.netzzugang@wlb.at

SCHIG mbH

Abt. Förderungen

Jakov-Lind-Straße 2, 2. Stock, 4. OG
1020 Wien

Tel.: +43 1 812 73 43 4205
Fax: +43 1 812 73 43 1700
E-Mail: schig.fre@schig.com

5.1. General

WLB offers the products listed in the Network Access 2026 product catalogue (railway infrastructure use and other services) to access holders for the purpose of carrying out their railway transport services in accordance with the Network Statement.

Services not listed in the Network Access 2026 product catalogue must be agreed separately and will be invoiced separately.

The minimum requirements for track capacity orders are set out in the order form or standard order form of the Network Statement. The access party must submit any missing information upon request by the Network Statement within three working days at the latest; otherwise, the order will be deemed not to have been submitted on time.

Complete and timely orders submitted to the allocation office form the basis for the network timetable construction (annual timetable construction) and the allocation of track capacity. If the infrastructure capacity holder changes its track capacity order in whole or in part after the order date, the risk of an unfulfillable order shall be borne by the capacity holder. Any additional costs incurred by WLB or SCHIG mbH as a result of this must be reimbursed by the capacity holder.

The detailed provisions for the allocation of infrastructure capacity as well as the order dates and deadlines for the corresponding timetable period are contained in the Network Statement, Chapter 4.

Capacity bottleneck in the provision of other services

If capacity bottlenecks occur in the provision of other services, this will be taken into account as:

1) The following prioritization will apply within the timetable period:

- timely requests before late requests
- contractually bound requests before new requests
- Requests for the provision of continuous infrastructure services before requests for the provision of irregular or on-demand infrastructure services
- Requests with a longer term take precedence over requests with a shorter term.
- Request for provision of infrastructure services with high turnover before request for provision of infrastructure services with low turnover

- Request for the provision of infrastructure services that better reflect the conditions of the railway infrastructure

2) If a capacity bottleneck occurs for another service during a timetable period, the allocation body, in consultation with the railway infrastructure company (RIU), can set surcharges to the previously applicable fee. These surcharges serve to allocate capacity more efficiently. However, these surcharges can only be taken into account with the next change in the fee rates for other services. However, the surcharges must not conflict with appropriate cost reimbursement and industry-standard fees in accordance with § 70 EisbG.

5.2. Services according to §58 (1) EisbG

5.2.1. Train journey (standard package)

5.2.1.1 Route constructions

5.2.1.1.1 Processing of requests from infrastructure capacity holders for the allocation of infrastructure capacity, necessary conflict resolution by SCHIG mbH, preparation of an offer and examination of its feasibility by WLB

5.2.1.1.2 Preparation of timetable arrangements.

5.2.1.2 Execution of the train journey

5.2.1.2.1 Use of the tracks, switches and overhead line systems (excluding power supply) required for the agreed train route during the station opening hours announced in the SNNB.

5.2.1.2.2 Train control, including signalling and the associated information transmission, as well as the use of the telecommunications systems provided for operational purposes.

5.2.1.2.3 Monitoring of contractually agreed transport services (random safety checks).

5.2.1.2.4 Administrative assistance in the event of disruptions in operations, including the allocation of any alternative track capacity.

5.2.2. Calculation formula for the IBE train journey:

IBE-Zugfahrt = (GBtkm * a) + (Zugkm * b) + (Zugkm * cTfz-Kat) + (Zugkm im Engpass * d) + (ZugkmMarktsegment * e) + (kWh * f)

The costs are calculated based on the train-kilometers (km) travelled by a train with a certain ((total gross tonnage (GBt) times factor a)) plus ((train-kilometers (train-km) times factor b)) plus ((train-kilometers (train-km) times factor c traction vehicle category (Tfz-Kat)) plus ((train-kilometers in bottleneck times factor d)) plus ((train-kilometers market segment times factor e)) plus ((supply facility for traction power kWh * f))

Locomotive category:

Factor c1: Local passenger locomotives with a maximum axle load of 9 tonnes with bogies

Factor c2: Local passenger locomotives with a maximum axle load of 9 tonnes with single-axle or single-wheel drive without bogie

Factor c3: All other locomotives

- 5.2.3. The use of traction power supply facilities is offered. The respective fees are listed in Chapter 6.

5.3. Services according to § 58b (1) EisebG

5.3.1. Use of traffic points

Access to and use of railway platforms, including other associated publicly accessible railway infrastructure for the transport of persons.

Calculation formula for the IBE for inpatient stays:

IBE= Number of stays times factor f

Factors of the station categories:

Factor f1: Bf Inzersdorf Lokalbahn, Bf Vösendorf Siebenhirten, Bf Wr. Neudorf, Bf Guntramsdorf LB, Bf Traiskirchen LB, Bf Baden Josefsplatz, Hst Schedifkaplatz, Hst Shopping City Süd

Factor f2: Hst Schöpfwerk, Hst Gutheil Schodergasse, Hst Neu Erlaa, Hst Schönbrunner Allee, Hst Maria Enzersdorf, Hst Griesfeld, Hst Neu Guntramsdorf, Hst Eigenheimsiedlung, Hst Möllersdorf, Hst Pfaffstätten – Rennplatz, Hst Baden Landeskrankenhaus,

Factor f3: All other stops not explicitly listed in the list of station categories fall into category f3.

5.3.2. Additional package - Train journeys outside station opening hours:

If the authorized user wishes to make train journeys outside of station opening hours on sidings that are not controlled by the remote control center, this is generally possible after a timely request. The authorized user will be billed for any additional costs based on the time spent.

The following rest periods apply in the stations listed below:

Bf IL	①		⑦	0:00 - 24:00
Bf VD	①	-	⑦	0:00 - 24:00
Bf ND	①	-	⑦	0:00 - 24:00
Bf GL	①	-	⑦	0:00 - 24:00
Bf TK	①	-	⑦	0:00 - 24:00
Bf BJ	①	-	⑦	0:00 - 24:00

5.3.3. Shunting services

Shunting services are carried out by WLB exclusively at the locations of the service facilities connected to the infrastructure during opening hours. Shunting services also include the operation of the relevant interlocking and safety systems to the extent required. The locomotive used for shunting, including the locomotive operating personnel, must be provided by the RU.

5.3.4. Use of sidings

Parking of vehicles on WLB Infrastructure sidings, which are specifically designed for the temporary parking of rail vehicles between two allocations of track capacity. There is no capacity for the parking of vehicles in buildings.

5.3.4.1. Free use of sidings

Parking spaces lasting up to 24 hours are free of charge.

5.3.4.2. Short-term use of sidings

The use of sidings lasting more than 24 hours (e.g. empty wagon dump, locomotives, parking of vehicles of a hauled train) will be charged per calendar day or part thereof.

Calculation formula:

$\text{Rent for storage} = \text{Calendar days} * \text{Number of vehicles} * \text{Factor i}$

5.3.4.3. Long-term use of sidings

Rental of defined tracks or track sections (notification of the desired track number(s) in accordance with the respective station service regulations) for the parking of vehicles. The minimum order period is one month (product number 6.3.1.1.1). For the days following a monthly order, a daily billing will be made according to product number 6.3.1.1.1 of the fee schedule. Allocation is by agreement, subject to availability, and for a maximum of one timetable period.

Calculation formula per year:

$\text{Rent for storage /year} = \text{Number of track meters} * \text{Factor j}$

Separate rates apply for the parking of vehicles in buildings at service locations connected to the infrastructure. There is no capacity for vehicle parking outside of buildings at the connected service locations.

5.3.5. Use of handling tracks for loading and unloading

The use of loading tracks for the purpose of unloading and/or loading of vehicles will be charged in the agreed scope or time period.

Calculation formula:

$\text{Rent loading track use} = \text{Number of wagons provided} * \text{Factor k}$

5.3.6. Maintenance facilities and other technical equipment

Access to maintenance facilities and other technical facilities is subject to agreement in accordance with the minimum information on service facilities of the WLB.

5.4. Services according to § 58b (2) EisebG

5.4.1. Preheating of passenger trains

Preheating of passenger trains is only possible via the overhead line system. However, Chapter 2 must be observed.

5.4.2. Provision of traction current:

Traction current can only be offered after separate agreement up to a maximum connected load per rectifier station of 400 kW.

The costs of traction current consist of a high-voltage energy purchase price and a rectification and transmission fee.

If the access authorised party concludes a separate power supply contract up to the feed-in point of the respective rectifier plant, only the rectification and line fee will be charged.

The rectification and line charge also includes the use of the overhead line.

Prices per kilowatt hour are charged in accordance with Chapter 6.

5.4.3. Customer-specific contracts

Customer-specific contracts are generally not offered.

6. Fees for the product catalogue network access 2026

6.1. General

The explanations of the remuneration rates can be found in the chapter following the remuneration rates.

6.2. Fees for services according to § 58 (1) EisebG

Calculation formula for standard package train journey

$$\text{IBEZugfahrt} = (\text{GBtkm} * a) + (\text{Zugkm} * b) + (\text{Zugkm} * c_{\text{Tfz-Kat}}) + (\text{Zugkm im Engpass} * d) + (\text{ZugkmMarktsegment} * e) + (\text{kWh} * f)$$

Transfer prices for the IBE exkl. 20% USt User fee for standard train travel package			
Description	Einheit	Faktor	Preis
a) Fee in the amount of the directly incurred costs			
Total gross tonne-kilometers	Gbtkm	a	€ 0,0135
b) Route-related user charges - base price			
Train kilometers	Zugkm	b	€ 3,0135
c) Locomotive category			
Local passenger locomotives with bogies		c1	€ 0
Local passenger locomotives with single-axle or single-wheel drive without bogie		c2	€ 0
Other locomotives		c3	€ 0
d) Bottleneck surcharge per train kilometer	Zugkm	d	€ 1,18175
e) Traffic-related charges within the standard package	Zugkm	e	€ 0
f) Use of supply facilities for traction current	kWh	f	€ 0,1055

For delays caused by the party entitled to access, an amount of 10% of the IBE per train path will be charged. This applies to delays of 30 minutes or more for freight traffic and 10 minutes or more for passenger traffic.

In the event of delays caused by infrastructure construction work that is not notified in a timely manner (at least one week in advance), the access holder will be granted a 10% deduction from the IBE per train path.

Use of supply facilities for traction current in accordance with point. 5.4.2

Rectification and line charges: see cost rate "f" in the transfer pricing table according to point. 6.2.

6.3. Fees for services according to § 58b (1) EisbG

Shared use of passenger stations and stops in accordance with point. 5.3.1

Calculation formula for the IBE for stays at the train station:

IBE= Number of stays times factor f

Description	unit	Factor	Price
f) Station category, standard package per scheduled stop			
		f1	€ 2,011
		f2	€ 1,609
		f3	€ 1,207

Additional package train travel outside station opening hours according to point 5.3.2

Dispatcher per hour € 127.13.- plus statutory surcharges

6.3.1. Shared use of sidings according to point 5.3.4

6.3.1.1.1. Factor i according to 5.3.4.1 € 3,3504

6.3.1.1.2. Factor j according to 5.3.4.2 € 59,5599

6.3.1.1.3. Factor k according to 5.3.4.3 € 0,5984

6.4. Fees for services according to § 58b (2) EisbG bzw § 67i EisbG

Fee according to point 5.4.1.

Power consumption: current value due to the current situation

Fee according to point 4.4.

Reservation price € 118,9127.- per assigned train path

6.5. Explanations and information on WLB fees

Explanations on the usage fee

The following explanations were prepared by SCHIG mbH in cooperation with WLB.

6.5.1. Introduction

The European Union (hereinafter referred to as the "EU") has been striving for years to achieve greater integration of the railway sector in the context of completing the internal market. This entails making railway infrastructure, which is largely nationally owned, available to other users.

The principles and procedures for setting and calculating infrastructure charges in rail transport are laid down in Chapter IV, Section 2 "Infrastructure and service charges" of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (hereinafter also referred to as "Directive 2012/34/EU").

Both Directive 2012/34/EU (Article 13) and the Railways Act classify the services associated with the use of railway infrastructure as follows:

- Access to railway infrastructure including minimum access package
- Services
- Additional services
- Fringe benefits

6.5.2. Access to infrastructure including minimum access package

6.5.2.1. Legal basis

6.5.2.1.1. Performance definition

§ 58 Par. 1 EisebG stipulates that the railway infrastructure company must, excluding any discrimination, provide the following services as a minimum access package to those entitled to track capacity for the purpose of access to the railway infrastructure in addition to this access:

- the use of switches and branches;
- train control including signalling, control, dispatch and the transmission and provision of information on train movements;
- those services of the communication and information systems without which the exercise of access rights by those entitled to access is impossible for legal, factual and economic reasons.

6.5.2.1.2. Calculation of fees

For the calculation of the fees, § 67 EisebG is particularly decisive:

1. The user charges for access to the railway infrastructure, including the minimum access package, shall in principle be determined at the level of the costs directly incurred as a result of train operations.
2. Surcharges are permitted for temporal and local capacity bottlenecks on a line, a section of line or other section of the railway infrastructure for the duration of the congestion.
3. Higher user charges may be set for access to a railway infrastructure if its construction or upgrade was or will be completed after 15 March 1986, leads to increased efficiency or reduced costs of use, and if such construction or upgrade would not have been carried out or would not have been feasible without increased user charges. In setting such higher user

charges, the long-term investment costs may be taken into account, taking into account the competitive situation of the railway services concerned.

4. If the user charges pursuant to paragraphs 1 to 3 and other revenues from the operation of the railway infrastructure are not sufficient to fully cover the costs, additional surcharges may be set, which, however, may not exclude the use of the railway infrastructure for types of railway transport services that can at least cover the costs directly incurred as a result of train operation plus a market-based return.
5. The user charges may be set on average over a reasonable period, such as, in particular, a calendar year or a network timetable period, and per type and time of railway services. The relative amount of the flat-rate user charges must remain in line with the costs incurred by the railway services.
6. Based on the above principles, a railway infrastructure undertaking shall establish rules on user charges, including average rates of charge, which shall be applicable to its rail network. These rules shall distinguish between parts of the network in such a way as to avoid discrimination against potential access holders, to be comparable for similar uses of a railway infrastructure undertaking's railway infrastructure, and to avoid unequal treatment of access holders for comparable railway services in a segment of the rail transport market.
7. Furthermore, the user charge rules must include performance-related components that provide incentives to the access users and the railway infrastructure company to avoid operational disruptions and increase the performance of the railway infrastructure. These may include, in particular, penalties for operational disruptions to the railway infrastructure, compensation for access users affected by disruptions, and a bonus scheme for services that exceed the agreed level of performance.

6.5.2.2. Definition of costs directly incurred as a result of train operation

6.5.2.2.1. Causation principle

Neither Directive 2012/34/EC nor the EisbG or the associated Explanatory Notes contain any detailed guidance on what is meant by the costs directly incurred as a result of train operations. With regard to the terms used in business cost accounting literature, the concept of the "causal" causation principle can be used for the practical implementation of this legally standardized principle. The "causal" causation principle, in the sense of a "cause-and-effect relationship," assumes that only those costs may be attributed to various reference variables (e.g., cost centers or cost units) whose amount can be changed by measures that are directly related to the respective cost center or cost unit. The principle of causal causation is the underlying principle of so-called "marginal cost accounting." When implementing this principle in practice, the conceptual distinctions presented below must therefore be taken into account.

6.5.2.2.2. Marginal costs

In the strict (mathematical) sense, marginal costs are those cost changes that result from a one-unit variation in employment (output). With a linear progression of variable costs, the average variable costs and the marginal costs coincide. Marginal costs can then be determined by dividing the variable costs incurred for a given output by the number of output units.

6.5.2.2.3. Summary

On the basis of the above, the following costs must be included in the determination of the costs directly related to access to the railway infrastructure, including the minimum access package:

- Direct cost unit costs: Costs that are directly allocated to the respective cost unit based on suitable records or recording methods.
- Performance-dependent (variable) overhead costs: costs that adapt to changing employment or order situations, but are not allocated to the respective cost unit, but are only recorded on cost centers and allocated via allocations.

6.5.2.3. Determination of costs directly related to train operation (lower limit)

In order to be able to determine the costs directly related to access to the railway infrastructure, including the minimum access package, the services to be provided in this context must be differentiated in more detail as follows:

- Use of the allocated track capacity including switches and branches
- Processing of applications for the allocation of track capacity, train control (including signalling, regulation, dispatch and transmission and provision of information on train movements) and
- the provision of all other information necessary for the implementation or operation of the transport service.

6.5.2.3.1. Use of the allocated track capacity including switches and junctions

The use of the allocated track capacity essentially causes maintenance costs for the infrastructure operator for the railway infrastructure used by the person entitled to access.

Maintenance costs include the costs for the ongoing inspection and maintenance of the rail infrastructure, such as:

- Superstructure
- Substructure
- Tunnel
- Bridges
- Leans
- Railroad crossings.

Expenses related to the construction or renewal of track systems are not included in the maintenance costs, insofar as these are investments that must be capitalised.

The following components, which are generally recorded as individual cost units, must therefore be included in the calculation of the costs directly related to train operations:

- a) Personnel costs for employees engaged in the ongoing inspection and maintenance of the track systems (labor costs). When determining personnel costs, the gross salaries including additional costs (employer's share of social security contributions, municipal taxes, etc.) and standardized costs for severance pay, pension, and anniversary bonus obligations of the employees deployed must be taken into account. Non-performance periods must also be taken into account.
- b) Expenses for the material used to carry out maintenance and inspection work
- c) Expenses for services provided by third parties in connection with the performance of maintenance and inspection work

The following performance-related costs are recorded as variable overhead costs – unless these are directly recorded in individual cases due to their monetary significance and are therefore included in the calculation as individual costs:

- Purchasing costs
- Energy costs
- Room costs (rent, operating costs)

In individual cases, a component of depreciation caused by wear and tear (and thus variable) is also taken into account for intangible assets (e.g. programs) and tangible assets (buildings, machinery and technical equipment, operating and office equipment, etc.).

6.5.2.3.2. Processing of applications for the allocation of infrastructure capacity, train control (including signalling, regulation, dispatch and transmission and provision of information on train movements) and the provision of all other information necessary for the implementation or operation of the transport service

Given that the activities in question are services, the only direct costs incurred will essentially be personnel costs (labor costs). When determining personnel costs, gross salaries including additional costs (employer's share of social security contributions, municipal taxes, etc.) and standardized costs for severance pay, pension, and anniversary bonus obligations of the employees employed must be taken into account. Non-performance periods must also be considered. The following performance-related costs are recognized as variable overhead costs – unless they are directly recorded in individual cases due to their significant amount and therefore included in the calculation as direct costs:

- Office costs (office supplies, copies, postage, telephone or internet charges etc)
- Energy costs (running costs for electricity, gas, district heating etc)
- Room costs (rent, operating costs)
- Maintenance and upkeep of office premises
- Costs for the inspection and maintenance of train control systems
- Costs for information acquisition and management (ongoing license fees, programming costs).

- In individual cases, a variable component of depreciation for intangible assets (e.g., programs) and tangible assets (buildings, operating and office equipment, etc.) caused by wear and tear may also be included. The decision as to whether and to what extent such overhead costs are included in the calculation must be made on a case-by-case basis based on the materiality of these costs in relation to the individual costs.

6.5.2.4. Determination of the full costs (upper limit)

When determining the full costs associated with access to the infrastructure, including the minimum access package, the directly related costs must be increased, in particular, by non-performance-related (fixed) overhead costs. These include, for example:

- Depreciation of intangible assets and tangible assets (if not already included in the direct costs as wear and tear due to use)
- Administrative costs
- Distribution costs

6.5.2.5. Procedure

The fee calculation for access to the infrastructure including the minimum access package is as follows:

1. Determination of the individual services to be billed and the respective billing units (train kilometres, total gross tonne-kilometres etc.).
2. Review of the extent to which the costs incurred are influenced by the network category or operating mode (e.g. drive, safety systems); in the event of significant differences, divide the network into homogeneous routes or sections;
3. Determination of the scope of the cost components to be taken into account in the remuneration calculation (lower limit, upper limit or)
4. Determination of the individual costs incurred for the routes or route sections based on an assumed capacity (train-kilometres, total gross tonne-kilometres) for the individual services (either based on past values or planning)
5. Determination of the variable overhead costs incurred for the routes or route sections based on an assumed capacity for the individual services (either based on past values or planning) and determination of the surcharge or allocation rates for the allocation of the variable overhead costs
6. If necessary, determination of the fixed overhead costs incurred for the routes or route sections (either based on historical values or planning) and determination of the surcharge or allocation rates for the allocation of the fixed overhead costs
7. Determination of the fees to be charged for the respective service

6.5.3. Explanations on the WLB's "Network Access Product Catalogue 2026"

Calculation formula

The calculation formula "IBE train journey" indicates that the basis of the user charge is a train-kilometre rate and a total gross tonne-kilometre rate.

These two rates apply equally to every authorized user.

These two rates of remuneration meet the conditions of § 67 Par. 1 EisebG.

These two rates apply to the entire WLB route network – there are therefore no route-specific differences in fees.

No surcharges will be charged in accordance with Section 67a of the EisebG, as WLB has not defined any route sections or periods as bottlenecks in its network access product catalogue.

When access rights holders use their railway infrastructure, WLB takes into account the wear and tear of the railway infrastructure by charging a surcharge in addition to the usage fee. No additional fee has been specified for this in the 2026 Product Catalogue.

The usage charges were set in accordance with § 67c EisebG on an average basis over the corresponding network timetable period.

Information on fees

Information on usage fees

Sufficient details on the usage fee rules can be found in the "Network Access Product Catalog" and "Fees for the Product Catalog." There, they describe how the usage fee is calculated and provide the individual fee parameters and the formula for calculating the usage fee.

Information on other fees

WLB offers its other services to the extent specified in the applicable SNNB. Further information on the scope of services can be found in Chapters 4 and 5 of this SNNB.

7. Operations

7.1. Operational rules

WLB points out that, pursuant to § 86, Part 8 (Interoperability) of the EisbG does not apply to the WLB rail network, and therefore the Technical Specifications for Interoperability (TSI) are also not valid. The operating regulations, guidelines, and rules applicable to the WLB rail network are listed in Appendix 2.

7.2. Specialist seminar on operations

To maintain the operational knowledge necessary for access to the WLB network, annual participation in the WLB Operations Seminar is mandatory for the utilities' management. In consultation with the WLB, the utilities' management may delegate participation to their training facility.

7.3. Information and reporting obligations

Unless the operating regulations stipulate different information and reporting obligations, the person entitled to access must report the following to WLB in good time before the train departs:

- Composition of the train (traction vehicle series, length, weight, car numbers and number, braking extent),
- Special features such as non-RIC/RIV-compatible vehicles, dangerous goods within the meaning of RID, special restrictions concerning the vehicle or its load,
- Factors relevant to delays (e.g. engine failures in traction vehicles),
- other information that may be necessary for billing services.
- Other information resulting from relevant laws and regulations.

The access party must ensure that there is train staff on each train who can receive information from the WLB and who are authorized and able to make operational decisions, in particular relating to the respective transport service, on behalf of the access party.

Depending on the resources available to the WLB, the WLB will inform the access party of the position of their train upon request. The relevant contact points, information means, and possible information times are determined from the agreement on allocation and track capacity.

7.4. Disruptions in operational processes

Any impending or actual disruption to operations, particularly disruptions that may lead to deviations from the agreed train path (delays, etc.), as well as any impending or actual damage that could affect safety and order, punctuality, the correct operation of transport services, the integrity of the railway infrastructure or the environment, other users or third parties, must be reported immediately between the access party and WLB.

7.5. Traffic control with the aim of returning to normal operating conditions

WLB strives to keep deviations from the agreed track capacities as low as possible.

In the event of disruptions to operations, WLB will make every effort to return to normal operating conditions. To this end, WLB may, where possible after consultation with the access authority, slow down or accelerate trains, or assign them a different train path than the one originally agreed upon.

In addition, in the event of major events – massive, actual or expected (e.g. strike, weather conditions) restrictions on the WLB rail network – the WLB can, for example, issue orders to cancel train journeys as part of its emergency or crisis management.

7.6. Clearing the railway infrastructure

- 7.6.1. The RU must clear the railway infrastructure used in a timely manner at the end of the period of use specified in the infrastructure use contract.
- 7.6.2. If the access party fails to comply with its obligation under point 7.6.1, WLB is entitled, particularly in the case of disruptions to operations caused by vehicle defects (locomotive damage, etc.), to have the railway infrastructure cleared at the expense and risk of the access party or to carry out the clearance itself.
- 7.6.3. In addition, the party entitled to access to which track capacity has been allocated on the relevant railway infrastructure shall, at the request of the WLB, cooperate in eliminating any disruption to operations within the meaning of Section 66 of the Railways Act.
- 7.6.4. The WLB has comprehensive discretionary powers of disposition and instruction. Its orders must be strictly followed. Point 7.5 applies accordingly.

7.7. Right of inspection, instruction and prohibition

- 7.7.1. The WLB is entitled to verify at any time and at any location whether the authorized access party is providing the contractual railway transport services in compliance with the operating regulations, in particular with regard to the integrity of the railway infrastructure. The WLB has the right, at any time and for justified reasons, to verify the level of knowledge and expertise, as well as the manner in which the services are performed and the fitness for duty of the authorized access party's employees entrusted with the operation of the transport. The WLB may also verify whether the authorized access party is complying with its contractual rights and obligations regarding the use of the railway infrastructure.
- 7.7.2. For the purpose of exercising the above rights, the WLB staff entrusted with carrying out these checks shall have the right to issue operational instructions to the staff of the authorized access party and the right of access to the vehicles, installations and facilities of the authorized access party, insofar as such access is necessary for inspection.
- 7.7.3. In the event of accidents or suspected violations of operating regulations, the WLB is authorized, among other things, to take and/or copy records from the locomotives' recording devices (e.g., speed strips). If these records are made with the aid of an ADV, the programs required for data analysis must be made available to the WLB, unless this has already been done during the issuance of the safety certificate.
- 7.7.4. The rights of the WLB listed in points 7.7.1, 7.7.2 and 7.7.3 apply in particular in the event of damage to railway infrastructure (tracks, safety systems, overhead lines, etc.).

7.7.5. The above provisions do not affect the powers of government agencies in particular, nor the responsibility of the person authorized to access.

7.7.6. Prohibition of operation

The WLB will temporarily prohibit the access user from operating the system,

7.7.6.1. if the maintenance of orderly and safe traffic is not guaranteed,

7.7.6.2. if the reliability within the meaning of point 3.8 of the personnel of the authorized access party or of a third party commissioned by the authorized access party with the prior consent of WLB has ceased to exist during the term of the contract,

7.7.6.3. if the safety standards required for the provision of railway transport services and laid down in the safety certificate for the rolling stock of the access party or a third party commissioned by the access party with the prior consent of the WLB have ceased to exist.