

1 Scope of application

This annex applies to services for the customer's rolling stock.

2 Process

2.1 The customer shall make the material available at the place of performance at the agreed time for the performance of the service.

2.2 In consultation with the client, SBB shall implement a reporting framework if necessary.

2.4 SBB shall only use clearly identified material in accordance with clause 2.1 which has been released by the customer for the performance of the service.

The goods-in inspection at SBB for any materials supplied by the customer only establishes whether the consignment is complete and undamaged (packaging material, damage, soiling, etc.) and whether there are evident deviations from deadlines, identity, labelling and amounts, as well as whether the logistics requirements have been complied with and complete documentation is available.

For any materials supplied by the customer, each delivery must be clearly identifiable (specify contract/order numbers). In particular, the deliveries must be accompanied by a delivery note, all necessary valid customs documents, movement certificates, manufacturer's certificates or certificates of origin, all certificates from the customer's outgoing goods inspection and the relevant documentation.

If the materials or documentation required for completion of the contract are not made available in good time, in sufficient quantity or in complete form, the agreed period of performance shall be extended accordingly.

3 Remuneration, prices

3.1 Unless otherwise agreed in the contract, the remuneration may be changed during the term of the contract.

3.2 Invoicing shall be performed after handover of the rolling stock at the place of performance.

3.3 The payment term shall be considered complied with upon bank transfer with the last day of the payment term as the value date.

4 Changes to services

4.1 The physical quantities that result from the planning phase shall form the basis of the performance of the services. Changes to services during the year that deviate from this basis may incur extra costs. In this case, these services and costs shall be reviewed during the course of the year.

4.2 The customer shall inform SBB in good time (at least six months in advance) of any changes to the obligation contract. This will enable future services to be planned and initialised in a cost-effective manner on the basis of commercial criteria.

4.3 SBB must be notified in writing of any changes that the customer wishes to make to the process or the

tools used. SBB shall decide whether to permit the changes in each case. The customer shall be informed of any costs involved and shall be billed for these.

5 Processing time

If the customer does not make the rolling stock available on time for operational reasons (delays etc.) or if access is not provided, SBB shall nonetheless endeavour to perform the services ordered without any additional costs to the customer. If it is no longer possible to carry out the work in full due to time constraints, SBB shall, in principle, only perform the most important work in the time remaining. If the customer insists that all the services originally planned must be performed, thereby incurring additional costs, SBB shall bill the customer for these costs in the same manner as for the performance of ancillary services.

6 Storage of the customer's tools in the SBB workshops

6.1 The customer must ensure that the necessary spare parts are delivered to SBB's workshops on time. If the customer misses this deadline, they may be billed for the costs incurred, in particular for track occupancy.

6.2 SBB shall only use clearly identified material for the performance of the service.

6.3 SBB may retain any of the customer's materials that have been removed for the purpose of replacement without issuing a credit note, or may return them to the customer at the customer's cost.

6.4 Where specific storage instructions have been stipulated by the customer for certain goods, if such instructions are not received before delivery or supplied along with the goods at the latest, the customer shall be responsible for any incorrect storage on SBB's premises.

7 Guarantee

7.1 Defects must be claimed immediately in writing. The warranty rights shall be time barred after six months.

7.2 SBB shall remedy the determined defect in the rolling stock within an appropriate period agreed with the customer and shall inform the customer that it has been repaired.

8 Disclaimer of guarantee

8.1 SBB shall have no guarantee obligation if and to the extent that the defect concerns a material supplied by the customer, or if a defect has arisen due to such a material.

8.2 Also excluded from the guarantee are, in particular, all defects resulting from faulty, omitted or incorrect requirements or instructions from or interventions by the customer, or resulting from notifications from the customer concerning implementations that are not possible or not permissible.