

1 Scope of application

- 1.1 This annex applies to reconditioning services for rolling stock components belonging to the customer that are clearly identified in the contract.
- 1.2 Modification work on rolling stock components that results in the components needing to be treated as new products does not fall within the scope of SBB's maintenance role and therefore is not part of the contractual services. The customer alone is responsible for these services as the keeper.

2 Place of performance

The place of performance for the reconditioning work on the customer's components is SBB's workshops unless otherwise agreed.

3 Reconditioning

The rolling stock components are dismantled from the rolling stock by the customer and delivered to SBB for reconditioning. SBB shall analyse the rolling stock components supplied and send them for reconditioning. The reconditioned components shall be delivered to the place of performance in accordance with the contract.

4 Materials and documentation for reconditioning the rolling stock components

- 4.1 If materials are provided by the customer, the latter must release their specifications and storage requirements and supply them alongside said materials.
- 4.2 If materials are provided by SBB, they will be charged for by SBB.
- 4.3 If the materials and documentation supplied by the customer that are 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.

5 Remuneration

- 5.1 Invoicing shall be performed after delivery of the reconditioned rolling stock components to the place of performance. The customer shall settle within thirty days after receipt of the request for payment from SBB. The payment term shall be considered complied with upon bank transfer with the last day of the payment term as the value date.
- 5.2 If, during inspection of the components by SBB, unforeseen reconditioning work becomes necessary, depending on the state of the components in question, the following regulations shall apply:
- If the additional costs are no more than 10% higher than the price quoted by SBB or do not exceed CHF 10,000 excluding VAT, SBB can carry out the work. SBB shall document these services in all cases and shall inform the customer before carrying out the work.
 - If the additional costs are more than 10% higher than the price quoted by SBB or exceed

CHF 10,000 excluding VAT, SBB shall seek the prior written consent of the customer. If the customer does not respond in writing within two working days (excluding Saturdays), the services will not be performed. The agreed period of performance shall be extended accordingly.

6 Guarantee

The guarantee period for defects is 12 months from the handover of the material to the customer. Clearly identifiable defects must be indicated in writing within 60 days following handover. Once the claimed defects have been remedied, the guarantee and period of limitation for the repaired part shall be extended by a maximum of three months. These periods shall be guaranteed upon written notification of the defects. Art. 210 CO is excluded.