

**1 Scope of application**

This annex applies to the performance of maintenance services for the customer's rolling stock for freight and passenger services.

**2 Place of performance**

The place of performance for maintenance services provided by SBB and for any rolling stock and rolling stock components provided by the customer is specified in the contract.

**3 Process**

3.1 The customer's rolling stock must be built, fitted and acceptance-tested in accordance with the applicable versions of the relevant provisions of the Swiss rail legislation, must comply with the structural and operational standards on the tracks on which it is to be driven, and must have been approved by the responsible supervisory authorities. The customer must provide evidence of this when sending the necessary documents (e.g. certificate of approval from the railway supervisory authority or other suitable certification). Furthermore, upon SBB's request, it shall provide proof that it has concluded adequate liability insurance to cover all claims that could arise – for whatever legal reason – from its safety obligations. The insurance cover must remain in place for the duration of the contract. SBB is entitled to request proof of this at any time.

3.2 If the customer supplies rolling stock that does not meet these requirements, it shall be liable for all resulting damages, even in the absence of fault on its part, unless the individual contract explicitly specifies that the rolling stock must be repaired/refurbished in order to meet these requirements.

3.3 If, following the inspection, the customer does not wish for the maintenance work to be performed, SBB shall invoice it for the costs of the inspection (disassembly, components destroyed by testing, reassembly) according to expenses. In such cases, SBB shall assume no responsibility for the findings from the inspection and shall be exempt from any liability.

3.4 If the vehicle and document inspection reveals significant defects, the documentation and certification for release to service shall not be prepared. Only defects that endanger or render impossible the functioning or operational safety of the rolling stock shall be deemed significant. SBB shall remedy the determined defect in the rolling stock within an appropriate period proposed by and agreed with the customer, conduct a new vehicle and document inspection and prepare the documentation and certification for release to service. The guarantee period for the work performed shall be extended by the period from the rolling stock being decommissioned up until its renewed acceptance.

**4 Spare parts management**

4.1 The customer must ensure that the necessary additional 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.

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

4.3 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.

**5 Remuneration, prices**

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

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

**6 Threshold value/changes to services**

If, in the course of the maintenance work on the rolling stock by SBB, unforeseen reconditioning work is required, depending on the state of the rolling stock in question, the following regulations shall apply:

a. 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.

b. 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 within two working days (excluding Saturdays), the services will not be performed. The agreed period of performance shall be extended accordingly.

**7 Guarantee**

The guarantee period for defects is 12 months from the handover of the rolling stock 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.