

Annex 1 – Operational and Technical Specifications (OTS)

1. Certifications and requirements

The activity of overhaul of the components of the present Agreement are to be performed as here indicated:

- ❖ In possession of all the requirements required by the current legal regulations on tax, contribution and insurance;
- ❖ In possession of the authorisation for the execution of maintenance interventions on safety components;
- ❖ In possession of the requirements, the qualifications and the procedure required by EU Reg. 445/2011 or 779/2019 for the maintenance delivery;
- ❖ In possession of the maintenance plans drawn by the producer of the brake device;
- ❖ In possession of the requirements required by the Customer for the execution of the Service and in possession of the adequate equipment according to the applicable norms and also the norms entered into force after the signature of the contract but within its terms of validity;
- ❖ With the availability of a warehouse for the brake components and the relevant necessary spare parts.
- ❖ Replacing the internal components of the devices only with original kits of parts (provided by the producer of the devices);
- ❖ After having edited an internal Quality Plan according to UNI ISO 9001:2015;
- ❖ By granting the complete traceability of the spare parts and the equipment used for the Service.

Here are listed the minimum required certifications:

- UE Reg. 445/2011 or UE Reg. 779/2019 for function “d” (maintenance delivery);
- UNI EN ISO 9001:2015;
- UNI EN ISO 15085-2 CL. 4”.

2. Activities of the Service

The Service is what is defined as Overhaul in the Article 2 of the Contract.

Further complementary activities to be carried out are the following:

- Stock of spare parts;
- Preparation and transmission of the technical documentations like Certificates 3.1 that must be sent to the Customer within the day of re-delivery of the overhauled devices (according to the Annex 2 – Operational Procedure);
- Emission of the Conformity Certificate 3.1, to be sent within the date of redelivery of the devices (as expressed in Annex 2 – Operational procedure);
- The Supplier edits the test report for each device at the conclusion of the activity, caring for the storage of them for at least 15 years from the date of emission of the Conformity Certificate and, in case the Customer asks for, making them available for it;

Mercitalia Intermodal S.p.A.
Gruppo Ferrovie dello Stato Italiane
Società soggetta alla direzione e coordinamento
di Mercitalia Logistics S.p.A.

Sede Legale: Via Anton Cechov, 50/2 - 20151 Milano
Tel. 39 02 668951 - Fax 39 02 66800755
www.mercitaliaintermodal.it - E-mail: info@mercitaliaintermodal.it
Cap. Soc. € 7.000.000 i.v. - Codice Fiscale e Registro Imprese di Milano n. 00823190152
P.IVA IT 00857491005 - Milano R.E.A 0758334 - MECC. n. MI 325924



- Eventual communications during the activity and updates about the expected redelivery date.

3. Production capacity

The Supplier assures a commensurate monthly capacity: for each brake device listed in Annex 3 (Price list), at least a monthly capacity of overhauls equal to the 20% of the annual expected overhaul quantity. This capacity does not oblige the Customer to send any minimum quantity.

The Supplier commits itself to redeliver the overhauled brake devices to the Customer workshop within 30 working days from the receipt, given that the delivered volume to be overhauled does not exceed the capacity defined above.

Penalties will be calculated on each PO. Penalties for late redeliveries will not apply for the devices exceeding the Monthly capacity of 20% of the annual volume.

4. Spare parts

The Supplier commits to purchase on his own and at his expenses an adequate stock of spare parts for the execution of the Service, granting that only original spare parts of the producer will be used and grants the traceability of them.