

Annex 2 – Operational procedure

The Contractor commits itself to perform the Service as per Annex 1 (TOS) and following the present operational procedure.

Once the activity is finished, the Supplier edits:

- ❖ Conformity Certificate 3.1, with reference to the PO;
- ❖ Test Report, with indication of the device Serial Number, to be stored for at least 15 years.

1. Overhaul

The Customer commits itself to communicate to the Contractor the estimation of the quantity of devices that will be sent for overhaul during the month.

In occasion of the shipment of the devices, the Customer sends via email the signed Purchase Order (PO) with the list of the devices for which the overhaul is ordered, indicating the quantity, the overhaul price and the Serial Number of the devices. The PO will be issued with a univocal reference number: this number must be reported on the documentation issued by the Supplier for traceability purpose. Together with the PO, the Supplier sends the copy of the Delivery Note with the list of the shipped devices.

The transport fees and arrangement from Customer workshop to the Contractor's facilities (mandatorily in Europe) shall be borne by the Customer. The return dispatch fees and arrangement shall be borne by the Contractor under its responsibility. The price of the offer includes the cost of return dispatch to Customer workshop in the Piemonte/Lombardia/Veneto area.

The Contractor must inform the Customer of the receipt of the Purchase Order sending back the Order Confirmation. The Contractor, within one day from the arrival of the devices, must inform the Customer of the arrival of the devices too, by sending the scan of the signed Delivery Note via email to the Customer informing about the expected re-delivery time. Once the overhaul of each group of brake devices is completed, the Contractor must send to the Customer, via email, the Certificate 3.1 together with the Delivery Note (for the re-delivery to the designated workshop of the Customer) before the dispatch of the devices.

The Contractor also informs the Customer in case of change of expected re-delivery date.

Before 3 days from the expected re-delivery date, the Customer communicates the redelivery place (in the area of Piemonte/Lombardia/Veneto); if no communications comes from the Customer, the Contractor sends the devices to the workshop Cosmef in Tortona (Piemonte).

The Components must be redelivered accompanied by the Certificates 3.1 signed by the ECM responsible person (or one of his deputies); the re-delivery note and the Certificate 3.1 must also be sent to the Customer via email.

2. Maintenance under warranty

In case of malfunctioning of a device under warranty, the Customer sends it back to the Contractor accompanied by a PO (for traceability reason) with a symbolic price of 0,01 € and by a Non Compliancy report issued by the workshop that tested the device.

The Contractor performs an inspection to determine the damage and edits an Inspection Report, that sends via email to the Customer, accompanied by the repair offer. This repair is free of charge in case the cause of the damage is a non-compliant overhaul performed by the Supplier; in this case the Supplier also explains the causes and the mitigating actions in order to avoid the repetition of it.

3. Other maintenance activities

The execution of maintenance interventions different from the cases previously described (for example the variation of calibration of the device or the employment of particular spare parts) will be each time agreed between the parties.

No interventions or use of extra-standard spare parts will be admitted without explicit consensus of the Customer.

The dismantled spare parts are disposed by the Contractor, except the case of complete devices out of use: in this case, the Contractor must wait for the Customer instructions.

4. Contacts

The communications described must be sent via email between the following addresses:

- ❖ For the Customer:
 - magazzino@mercitaliaintermodal.it
- ❖ For the Contractor:
 - [REDACTED]