

Annex 2 - Operational procedure

The Contractor undertakes to carry out the Services ordered as per Annex 1 (OTS) to the highest professional standards and by means of the following formalities.

1. Wheelsets light maintenance

Upon receipt of the Wheelset:

- a) The Contractor performs the check-in and send it via email to the Customer via email in the form of “Proposal of Wheelset maintenance level” to be applied to the Wheelset, within 3 working days from the receipt of the wheelset;
- b) The Customer analyses the “Proposal of Wheelset maintenance level” and, on the basis of it and of the information of its informatics system (for example the mileage and the code of damage), issues the WO (Work Order) for the Wheelset and send it via email to the Contractor;
- c) The Contractor performs ordered maintenance level according to the Customer WO and sends the relevant Maintenance Certificate, filled-in CRP and EWT (in the agreed format indicated in Annex 4 – EWT data format) via email within the deadline fixed in Annex 1 (OTS);
- d) At the end of each calendar week, within 3 working days, the Contractor sends via email to the Customer the report of the activities of the previous week with the relevant detail of activity price and spare parts used;
- e) Within 3 working days from the receipt of the report, the Customer has the faculty to ask for clarifications about the report;
- f) At this point, if no request of clarification is made by the Customer, the Contractor is allowed to issue the relevant invoice corresponding to the weekly report.

The execution of particular maintenance and repair measures, or the use of particular materials (not present in the Contractors’ warehouse or not available with regard to those which are the Customer’s property) will as and when necessary be agreed between the Customer and the Contractor.

No work or materials change other than the standard will in any event be permitted without the approval of the Customer.

The Contractor is responsible for providing all the necessary spare parts, except those listed in Annex 5 (Customer list of spare parts), whose purchase is responsibility of the Customer. The Contractor will then constitute, at its own expense, a sufficient stock of spare parts.

The Contractor may procure and supply the spare parts referred to in Annex 5 (Customer list of spare parts), after explicit agreement of the Customer.

In the event that the needed spare part is not in the list of Annex 5 (Customer list of spare parts), the Contractor must in any event take steps to provide the spare parts. In case the Contractor is able to

provide it, the part must be supplied by qualified suppliers, providing evidence to the Customer of the characteristics and specifications of the products, as well as the certificates of compliance of the spare parts installed on the Customer's Wheelset.

The spare parts and the materials removed as consequence of the maintenance activities remain property of the Customer, except the removed materials which are no longer usable and for which the Contractor is responsible for the disposal at its own expense, with the exception of the wheelsets, which always remain property of the Customer. The materials removed and declared no longer usable by the Contractor will be kept available for the Customer for a period of at least one month from the communication to the Customer, so as to allow any check of the same jointly.

On completion of the Services, the Contractor issues the following documentation:

- ❖ Certificate of conformity, which will have to indicate:
 - The unique identification number of declaration;
 - The serial number of the Wheelset;
 - Reference to the WO issued by the Customer;
 - Internal reference number corresponding to the Customer WO number;
- ❖ Filled-in CRP, which will have to indicate:
 - MP (maintenance Plan) applied;
 - Type of maintenance level;
 - Identification number of the individual document CRP, according to which the work has been carried out, also referring to the norms mentioned in the same and in the MP applied;
 - Other measures carried out;
 - Any Non Conformity (NC) detected and resolved;
 - Work location;
 - Signature and identification of any person reporting the result of a check, the measurements, the exploitation of an activity identified in the CRP (the person is considered responsible of the relevant check, measurement, activity);
 - Stamp of the Contractor and signature of the maintenance manager (function “d” of the ECM – Reg EU 445/2011).
- ❖ EWT data, to be transmitted to the Customer jointly with the Certificate of conformity and in the format indicated in Annex 4 (EWT format).

A copy of this documentation will be forwarded to the Customer and the original will be kept by the Contractor for a period of at least 12 years.

If the Wheelset is found non-compliant during any check performed by the Customer (or ordered by it) before the first usage of the Wheelset or by the Train Inspector in occasion of the first utilization of the Wheelset, the Customer reserves the right to hold the Contractor responsible in case the non-

compliance is consequence of the incorrect maintenance of the Wheelset and to charge the Contractor with the relevant expenses for a further maintenance of the Wheelset.

Furthermore, the Contractor, if requested by the Customer, will issue a document attesting witness to the return of experience for each WO.

2. Shipment of the wheelsets

The Customer is responsible for the shipment to the Contractor of the wheelsets to be treated.

The Contractor is responsible, in its facilities, for the loading and unloading of the receipt and shipped wheelsets. This service is included in the contract without extra-prices.

The Contractor under its sole responsibility carries out the shipment of the maintained wheelsets towards the final destination. This service is invoiced by the Contractor to the Customer, according to the following procedure:

- 1) The Customer may ask the Contractor an offer for the shipment for the treated wheelsets;
- 2) Within 1 working day, the Contractor sends the Customer the offer for the shipment, that must be in line with the forfeit indicated in Annex 4 (Price list);
- 3) Within 2 working days, the Customer accepts or refuses the offer for the shipment;
- 4) In case of acceptance, the Contractor delivers to the required destination the wheelsets and sends via email to the Customer the relevant delivery note;
- 5) Once the Contractor has sent the relevant delivery note signed by the recipient, it is automatically authorised to invoice, at the end of each month, the services of shipment at the price accepted by the Customer.

3. Spare parts stock

The Customer provides some of the spare parts that are necessary for the maintenance activities. These spare parts are listed in Annex 5 (Customer list of spare parts). The Customer is responsible for the documental acceptance of these spare parts, while the Contractor is responsible for the physical and integrity check at their delivery to the Contractor.

The Contractor is responsible for informing the Customer in case the stock reduces and is expected not to be sufficient for the program of activities.

At the end of each month, within 3 working days, the Contractor communicates via email (magazzino@mercitaliaintermodal.it) the warehouse inventories to the Customer indicating the actual stock of spare parts of the Customer and the date of enter/exit of the parts entered/exited during the month (and the Wheelset of destination).

The Customer undertakes to provide all the up-dates on the technical documentation relating to the Wheelsets established or acquired by the same, while the Contractor undertakes to ensure its up-dating with respect to the legislation applicable to the WO and, especially, the binding legislation issued by standard-setters and competent authorities in the sector.

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The Customer and the Contractor reciprocally undertake to exchange information on malfunctions, accidents, inconveniences, near misses and other hazardous events, associated with safety, as well as on all the possible restrictions to the use of the Wheelsets.

4. Contacts

The email contacts are the following:

- Customer contact for Wheelset maintenance - vagoni@mercitaliaintermodal.it
- Customer contact for spare parts – magazzino@mercitaliaintermodal.it
- Contractor contact for Wheelset maintenance - [REDACTED]
- Contractor contact for spare parts - [REDACTED]

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