

Framework Agreement for the purchase and delivery of traction power components for tram and metro rectifier stations between GVB Infra BV and **Name Contractor**

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GVB
Arlandaweg 106
1043 HP AMSTERDAM

Procurement

Contact person	Leo Snel
E-mail	leo.snel@gvb.nl
Direct dial number	+31(0)6 130 98 289
Contact person GVB Substantive	Jos Meester
Contact person GVB Commercial	Dirk van der Vinne

If you have any questions please contact the contact person for this tender procedure.

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Framework Agreement for the purchase and delivery of Traction power components for tram and metro rectifier stations

The undersigned:

1. The private company with limited liability GVB Infra B.V., with its registered office in Amsterdam and its principal place of business at Arlandaweg 106 in Amsterdam, duly represented for these purposes by Ms C. Zuiderwijk and Mr M.C.J.M. Lohmeijer, both acting in their capacity of director of GVB Holding N.V., being the director under the articles of association of GVB Exploitatie B.V., hereinafter: **"the Client"**;

and

2. [full name en legal form contracting party],
With its registered office/place of business at,
represented for these purposes by:
..... (and) [name signatory]
hereinafter referred to as: **"The Supplier"**,

WHEREAS:

1. GVB and the Municipality of Amsterdam, Space and Economics cluster, are responsible for the management and maintenance of the rail infrastructure of the Municipality of Amsterdam and the related energy supply for the metro and tram network;
2. GVB and its strategic partners, Vervoersregio Amsterdam and the Municipality of Amsterdam, Space and Economics cluster, wish to purchase traction power components for the purpose of new construction and (long-term) maintenance of this energy supply.
3. GVB and its strategic partners, Vervoerregio Amsterdam and the Municipality of Amsterdam, Space and Economics cluster, wish to make fixed arrangements with a Supplier for a specific period of time with respect to the Delivery of Traction power components for tram and metro rectifier stations;
4. GVB, also on behalf of its strategic partners Vervoerregio Amsterdam and the Municipality of Amsterdam, Space and Economic cluster, therefore wish to conclude a framework agreement with a term of four years with two renewal options of three years, hereinafter referred to as: the Framework Agreement, in which the conditions for all contracts to be awarded by GVB and its strategic partners for the delivery of Traction power components for tram and metro rectifier stations during that term have been laid down;
5. GVB, as main contractor also on behalf of its strategic partners Vervoerregio Amsterdam and the Municipality of Amsterdam, Space and Economics cluster, had a European tender procedure conducted for the award of participation in this Framework Agreement on the basis of the Descriptive Document with application of the Public Procurement Act 2012;

6. The Supplier submitted a Tender on [...day/month/year...];
7. GVB assessed the Supplier's tender as most economically advantageous tender;
8. The Supplier aims to deliver the traction power components which GVB and its strategic partners Vervoerregio Amsterdam and the Municipality of Amsterdam, Space and Economics cluster, intend to award during the term of this Framework Agreement and that are awarded to the Supplier in accordance with the conditions in this Framework Agreement and the most efficient manner possible for GVB and its strategic partners Vervoerregio Amsterdam and the Municipality of Amsterdam, Space and Economics cluster. The support and maintenance activities are also performed in accordance with the conditions in this Framework Agreement and in the most efficient way possible for GVB;
9. GVB and the Supplier have agreed a Service Level Agreement on the basis of the Supplier's Tender, in which the service, management and maintenance activities are set out and in which the related performance levels have been laid down.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Several capitalised terms are used in this Framework Agreement. These terms have the meaning allocated to them in article 1 of the General Purchase Conditions filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788. Contrary or in addition thereto, the following terms are defined as follows in this Agreement:

CHAPTER 1 - GENERAL PROVISIONS

Article 1 Definitions

- 1.1 The terms defined in this Framework Agreement and written with a capital have the meaning allocated thereto in this article.

Article(s): the articles of this Framework Agreement

Tendering Guidelines: the Tendering Guidelines for the 'Purchase and delivery of traction power components for metro and tram rectifier stations' tender procedure including a description of the tender procedure, the contract conditions, the requirements imposed with respect to the tender and the criteria on the basis of which the Tender will be assessed substantively during the award phase.

Acceptance, Accepted: the signing of the Acceptance Protocol by Parties

Acceptance Protocol: the protocol for Acceptance as included in Schedule V

Acceptance Protocol overall acceptance:	the protocol included in Schedule VI for the FAT/overall acceptance inspection and for the SAT/final inspection.
Appendix:	appendix to an Appendix
Appendix:	an appendix to this Framework Agreement
Corrective Maintenance:	Reactive performance of activities and replacement of components on the basis of the manufacturer's maintenance instruction for the purpose of having the Traction power installation and/or Traction power components, which operate outside the specifications or have even stopped entirely, perform their task once again within the tolerance(s) laid down.
Definitive Design:	the further elaboration of the Preliminary Design approved by the Client drawn up by the Supplier. The Definitive Design is a detailed elaboration of the Request for an Offer by the Supplier, which complies at least with the Tender, the Summary of Additional Information and Changes, the Schedule of Requirements, and as possibly amended pursuant to the provisions of Article 27.
Diagnostics Equipment:	all diagnostics tools and resources, including read-out computers, interfaces and any other components required, which are or will be provided by the Supplier to the Client in connection with the Delivery, in accordance with the provisions of Article 46
Services:	the services to be provided in the context of this Framework Agreement, including training GVB technicians to perform Error Maintenance and Preventive Maintenance, providing support to GVB in the performance of Error Maintenance and Preventive Maintenance, or performing Error Maintenance and Preventive, providing support to GVB, the municipality of Amsterdam and contractors/installers in the preparation and execution of replacement and new construction projects, including the associated FAT and SAT tests and support during commissioning.
FAT:	Factory Acceptance Test
Tender:	the Tender submitted by the Supplier dated [...date...], reference [...]
Installer:	the party contracted by the Client who is responsible for the installation of the Traction power components in a rectifier station to be newly constructed or renovated
Core Product Range:	all Tram and metro traction power components included in the Schedule of Requirements (PvE) and supplied to the Client by the

	Supplier on the basis of the Framework and Further Agreements and form part of the Delivery
Supplier:	the Client's other party
Delivery:	the provisions set out Article 23 and 28.
Custom Request:	Request for an Offer on the basis of Traction Power Components from the Other Product Range
Further Contract:	the further agreement between the Client and the Supplier in accordance with the model attached as Appendix I to this Framework Agreement on the basis of which the Client may award the Supplier contracts for the delivery of Traction Power Components during the term of this Framework Agreement.
Offer:	an offer for the delivery of Traction Power Components and/or (replacement) parts, which Supplier submits to the Supplier under this Framework Agreement pursuant to a Request for an Offer.
Request for an Offer:	an invitation to the Supplier to make an Offer for the delivery of Traction Power Components under this Framework Agreement
Provision of parts:	all (replacement) parts that will be provided by the Supplier to the Client in connection with (the maintenance of) the Traction Power Installation and with compliance with the Supplier's obligations on the basis of this Framework Agreement, in accordance with the provisions of Article 24
Client:	GVB Infra B.V., Vervoerregio Amsterdam and/or the Municipality of Amsterdam, Space and Economy cluster
Training:	the training that will be provided by the Supplier for the benefit of the Client in connection with (the use and maintenance of) all Deliveries, in accordance with the provisions of Article 45
Other Product Range:	All tram and metro traction power components not included in the Schedule of Requirements (Appendix XIII) and which have been elaborated on the basis of a deviation from the Schedule of Requirements (Appendix XIII) indicated by the Client to an Implementation Design as referred to in Article 27 and commissioned on the basis of the Framework and Further Agreements jointly form the Other Assortment.
Preventative Maintenance:	Proactive performance of maintenance on Traction power installations and/or Traction power components based on the manufacturer's maintenance instruction before a breakdown has occurred, such for the purpose of reducing the likelihood of that breakdown

Schedule of Requirements (PvE):	the document and/or documents in which are included: a comprehensive description of the contract to be performed as well as the requirements with respect to the performance of the contract.
Framework Agreement:	this agreement.
Regular Request:	Request for an Offer on the basis of Traction Power Components from the Core Product Range and/or Other Product Range
SAT:	Site Acceptance Test (Dutch translation of "Site Acceptance Test")
Service Level Agreement (SLA):	Part of the Framework Agreement that relates to the service, management and maintenance activities and the related performance levels as included in Appendix XII
Special Tools:	The equipment for the specific maintenance of the Traction power components that will be provided by the Supplier to the Client in accordance with the provisions of Article 46
Urgent Request:	Urgent Request for an Offer on the basis of Traction power components from the Core Product Range or the Other Product Range
Error Maintenance:	repairing Errors
Test Plan:	the document to be drawn up by the Supplier and to be approved by the Client in which the starting points and preconditions for testing, not limited to the FAT and SAT test, of the Traction power components to be delivered by the Supplier are determined.
Traction power components:	the following components to be delivered by the Supplier: a. High-voltage distribution system (HVI) b. Traction transformer c. Rectifier d. Recovery Unit e. Direct current distribution system (GVI) f. Section switchgear (SSI) g. Security h. Internal wiring i. Local control j. Low-voltage power supply including self-contained transformer (EBT) k. Low-voltage distribution system (HVI) that comply with the use intended by the Client and the specifications as set out in the Schedule of Requirements in accordance with the model attached as Appendix XIII to this Framework Agreement.

Traction power installation:	an installation composed by the Supplier consisting of Traction power components, which the Supplier will deliver on the basis of this Framework Agreement and that complies with the use intended by the Client and the specifications set out in the Schedule of Requirements in accordance with the model attached as Schedule XIII to this Framework Agreement
Implementation Design:	the further elaboration of the Definitive Design approved by the Client drawn up by the Supplier. The Implementation Design is a detailed elaboration of the Request for an Offer by the Supplier, which complies at least with the Tender, the Summary of Additional Information and Changes, the Schedule of Requirements, and as possibly amended pursuant to the provisions of Article 23 and in accordance with the model attached as Appendix II to this Framework Agreement.
Preliminary Design:	the initial detailed elaboration of the Request for an Offer by the Supplier, which complies at least with the Tender, the Summary of Additional Information and Changes, the Schedule of Requirements, and as possibly amended pursuant to the provisions of Article 23 and in accordance with the model attached as Appendix II to this Framework Agreement

Article 2 Object of the Framework Agreement

- 2.1 The Client and its strategic partners have the right to issue a Request for an Offer for a contract for the delivery of Traction power components, (replacement) parts and Services during the term of this Framework Agreement. The Supplier is obliged to submit an offer that is not less favourable than the Tender submitted by the Supplier pursuant to the Request for an Offer. If the contract referred to in the Request for an Offer on the basis of the Schedule of Requirements is awarded to the Supplier by the Client, the Supplier will be obliged to perform that contract with the conditions of this Framework Agreement. If this is the case, the Supplier will be obliged to conclude a Further Agreement with the Client.
- 2.2 The Client is not obliged to issue a Request for an Offer for a contract for the delivery of Traction power components during the term of this Framework Agreement, but does have the right to do so. The Supplier is therefore not entitled in any way to obtain contracts for the supply of Traction power components for the duration of this Framework Agreement.
- 2.3 The conditions with respect to the purchase and delivery of the Traction power components as included in chapters 1 and 2 of this Framework Agreement apply in full to all Further Agreements that will be concluded between the Client on the one hand and the Supplier on the other during the term of this Framework Agreement.
- 2.4 The Further Agreements provides which specific Deliveries of Traction power components will be made by the Supplier and during which period the Traction power components in question will be delivered by the Supplier to the Client.

- 2.5 The Supplier carries out Preventative and Breakdown Maintenance (service and repairs) on Traction power components delivered by the Supplier, as set out in more detail in the Schedule of Requirements (Appendix IV) and the Supplier's Tender (Appendix XII). The conditions with respect to the maintenance of the Traction power components are included in chapter 3 of this Framework Agreement.
- 2.6 The Client's contract set out in Article 2.5 corresponds to the tender submitted by the Supplier (Schedule XV) insofar as this Framework Agreement does not include deviations therefrom.
- 2.7 The Client and the Supplier have agreed a Service Level Agreement (Appendix XII) on the basis of the draft Service Level Agreement and the Supplier's Tender, which agreement concerns the design, testing, service, management and maintenance activities to be performed and the related performance levels.
- 2.8 Any previous oral and written agreements between the Parties regarding orders for the Delivery of Traction power components in accordance with this Framework Agreement lapse as a result of the signing of this Framework Agreement.

Article 3 Legal Relationship

- 3.1 The legal relationship between the Parties concerning the purchase and delivery of the Traction power components, Provision of parts and Services is formed by the provisions of chapter 1 and chapter 2 of this Framework Agreement, the Appendices referred to therein and the changes and additions thereto agreed in writing.
- 3.2 The legal relationship between the Parties concerning the Preventative maintenance and Breakdown Maintenance of the Traction power components is formed by the provisions of chapter 1 and chapter 3 of this Framework Agreement, the Appendices referred to therein and the changes and additions thereto agreed in writing.

Article 4 Obligation to investigate and obligation to provide information

- 4.1 The Supplier declares that it has taken note of all information provided by or on behalf of the Client. Insofar as there are uncertainties and/or obscurities on the part of the Supplier and insofar as this Framework Agreement is incomplete, incorrect, ambiguous, it will notify the Client thereof in writing without delay.
- 4.2 When complying with the obligation to investigate and provide information referred to in Article 4.1, the Supplier also formed an opinion of the feasibility of the contract and informed itself sufficiently of:
 - a) the objectives for which purpose the Client concludes the Framework Agreement;
 - b) the Client organisation insofar as relevant to the Framework Agreement.
- 4.3 The Client has provided the Supplier with sufficient information with a view to the provisions of Article 4.1. The Client provides the Supplier on request with additional information insofar as this information is not confidential and must be considered reasonably relevant to the performance of the Framework Agreement.
- 4.4 The Parties keep each other informed of developments and changes that are or could be relevant to the performance of the Framework Agreement.

Article 5 Quality assurance

- 5.1 The Client is always authorised to implement measures aimed at safeguarding the quality of the Traction power components and Provision of parts to be delivered and Service to be provided. The Supplier is obliged to cooperate reasonably in those measures and to implement the outcome thereof within reason as well.

Article 6 Correspondence and representation

- 6.1 Correspondence between the Parties is sent to the following addresses:
GVB Infra BV
attn. [.....]
PO Box 2131, 1000 CC Amsterdam

[Name Supplier].....
[.....]
[.....]
- 6.2 The Parties designate officers who are authorised to act on their behalf.
- 6.3 The Parties inform each other of the Name and address details and the powers of the officers referred to in Article 6.2 and of any changes thereto.
- 6.4 Acts or commitments that have been or will be made by the officers referred to in Article 6.2 and that are beyond the powers known to the Supplier are not legally valid and will not have an impact on the Parties' obligations pursuant to this Framework Agreement.

Article 7 Deviations and change management

- 7.1 Deviations from this Framework Agreement or a Further Agreement are only binding if they have been agreed in writing between the Parties.
- 7.2 In the event the Parties agree changes to the Framework Agreement or a Further Agreement, the change requests will be laid down in an amendment agreement with due observance of the provisions of Article 40 and Article 49. After it has been duly signed by the Parties, this amendment agreement will be added to the Framework Agreement or Further Agreement as an addendum.

Article 8 Applicable conditions

- 8.1 The Framework Agreement and the Further Agreements are governed exclusively by the GVB General Purchase Conditions for movable property and services (dated 26 July 2018) unless the Framework Agreement or the Further Agreement deviate therefrom.
- 8.2 The following articles of the General Purchase Conditions for movable property and services GVB as filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788 do not apply: 3.3, 3.4, 3.5, 4.3, 4.5, 7.1, 10.1, 10.2, 10.3, 12.4, 13.5, 15.1, 15.2, 15.3, 15.6, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.8, 18.10, 18.12, 19.1, 19.2, 19.3, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 20.10, 21.1, 22.2, 23.2, 29.5, 29.6, 31.2, 31.3, 31.4, 31.7, 31.10, 31.11, 32.1, 32.4, 35.2, 35.4 and 35.5
- 8.3 Contrary to the provisions of Article 13.2 of the General Purchase Conditions of GVB, which have been filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number

34258788, the following applies: "Additional work is only eligible for compensation after prior Written permission from GVB . In order to obtain an order, the Contracting Party will submit a Written quotation with regard to the scope of the expected additional work and the associated duration and costs. With regard to the additional work to be performed by the Contracting Party, the provisions of the Agreement, including the rates and possible discounts, apply, insofar as these are not changed by the further Written order. The offer made by the Contracting Party will never be worse than the agreed conditions in the Framework Agreement".

- 8.4 Contrary to the provisions of Article 13.3 of the General Purchase Conditions of GVB, which have been filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788, the following applies: the statutory regulations that are important for the performance to be performed, the performance that the Contracting Party must perform under the Agreement is demonstrably increased or expanded, there is additional work that is eligible for compensation. Additional work in any case does not include additional work or changed insights or amendments to legal provisions that the Contracting Party should have foreseen when the Agreement was concluded. If a Party believes that additional work is involved, it will notify the other Party in Writing as soon as possible. The terms as set out in Article 26 of the Framework Agreement apply to the provision of the offer for additional work. GVB will decide within 30 days at the latest about awarding the order for this additional work".
- 8.5 The applicability of any general and special terms and conditions applied by the Supplier is expressly excluded.

Article 9 Documentation

- 9.1 The Supplier is obliged to deliver full and correct documentation, including software, entirely in accordance with the Schedule of Requirements (Appendix XIII). The documentation is drawn in such a manner that the Traction power components and parts can be properly used, managed and maintained by the Client and third parties with the aid of the documentation.
- 9.2 The Client has the right, without owing any further compensation, to reproduce, alter and publish the documentation for use within its own organisation, provided the indications concerning copyright and the like stated thereon are maintained.

Article 10 Invoicing and payment

- 10.1 The Supplier sends invoices with due observance of the provisions of Article 33 and Article 44 stating:
GVB Infra B.V.
Attn.: Accounts payable department
PO Box 2131
1000 CC AMSTERDAM
abovementioned contract number
the purchase order number concerned
Invoices are sent digitally to: crediteuren@gvb.nl
- 10.2 Invoices are paid within 30 days after the invoice in question was received in good order at the invoice address referred to in Article 10.1 and the requirements have been met. If the Client objects to the contents of the invoice, it will notify the Supplier thereof while stating the reasons as soon as possible, but within at most 4 weeks after receipt of the invoice.

- 10.3 As a last resort, the Client has the right to set off payable claims it has against the Supplier pursuant to this Framework Agreement against any payment obligation towards the Supplier pursuant to this Framework Agreement or any other agreement between the Client and the Supplier.
- 10.4 The Client does not have the right to invoke any right to set off towards the Supplier in connection with any payment obligation on the part of the Supplier pursuant to this Framework Agreement or any other agreement between the Client and the Supplier.
- 10.5 The Client has the right at all times to have the invoices sent audited for substantive accuracy by an (internal or external) (registered) accountant to be designated by the Client. The Supplier will allow the registered accountant to inspect all books and documents and provide all information requested by him. The audit will be confidential and not extend beyond what is required for verification of the invoices. The registered account will report his findings to the Parties as soon as possible. The costs of the audit are for the Client's account, unless it becomes clear that invoices contain one or more inaccuracies, in which case the costs will be for the Supplier's account.
- 10.6 In the event the Client exceeds one or more payment terms or fails to pay one or more invoices on the basis of a presumed substantive inaccuracy of those invoices or the defectiveness of the invoiced performances, the Supplier does not have the right to suspend or end his performances or charge interest on the invoice amount.

Article 11 Entry into effect and termination of the Framework Agreement and Further Agreement

- 11.1 As regards the Purchase and Delivery of Traction power components, this Framework Agreement is concluded for a term of four years, therefore commencing on 1 December 2021 and ending on 30 November 2025, with an option for the Client to extend the Framework Agreement twice by a period of three years.
In the event the Client wishes to exercise a renewal option it will notify the Supplier at least six months before the period that ends then that the Framework Agreement is extended by the aforementioned period, failing which the Framework Agreement will end on the end date applicable at that time.
- 11.2 As regards the Provision of parts for Traction power components, this Framework Agreement is concluded for the terms referred to in Article 11.1. After the Framework Agreement for the Purchase and Delivery of Traction power components has ended, the Framework Agreement will be extended exclusively for the Provision of parts and for the performance of Preventative and Breakdown Maintenance by term of each time five years, with an option for the Client to extend the Framework Agreement five times for a period of five years.
In the event the Client wishes to exercise a renewal option it will notify the Supplier at least six months before the period that ends then that the Framework Agreement is extended by the aforementioned period, failing which the Framework Agreement will end on the end date applicable at that time.
- 11.3 The conditions of this Framework Agreement relating to the Purchase, Delivery and guarantees of Traction power components and parts continue to apply after termination of this Framework Agreement with respect to Further Agreements already concluded before termination in accordance with Article 3 of this Framework Agreement and with respect to orders placed for Traction power components that still have to be delivered to the Client after this Framework Agreement has ended.

- 11.4 The termination of this Framework Agreement will not have an impact on the rights accrued under this Framework Agreement. The provisions that by their nature are deemed to continue to apply also after the term of this Framework Agreement has ended include but are not limited to: Article 14, Article 17, Article 19, Article 21, Article 22, Article 23 and Article 24.
- 11.5 The duration of the Further Agreement(s) awarded to the Supplier under this Framework Agreement are laid down per order in the Further Agreement(s).

Article 12 Early termination of the Framework Agreement

- 12.1 Without affecting the Client's other rights pursuant to this Framework Agreement, the Client will have the right in any event in the following cases to terminate and/or dissolve all or part of this Framework Agreement on the basis of a notification to that effect and therefore without prior judicial intervention, including:
- a. insolvency proceedings against the Supplier in any jurisdiction whatsoever, including bankruptcy and suspension of payment, liquidation of the Supplier or attachment levied against a substantial part of the Supplier's assets, which attached has not been lifted within ten (10) days after the date of attachment;
 - b. in case of (i) an attributable failure on the part of the Supplier to comply with its obligations under this Framework Agreement and the Supplier has not remedied such a failure within a reasonable term after receipt of the written notification from the Client, unless performance has become permanently impossible in which case it will not be necessary to give a written notification, (ii) the parent company guarantee laid down in Article 39.1 is no longer legal, valid or enforceable and this failure was not remedied within twenty-one (21) days after the Client notified the Supplier of this failure, or (iii) an attributable failure on the part of the Supplier to comply with its obligation to provide and/or maintain the parent company guarantee or bank guarantees in accordance with Article 39;
 - c. in the event one or more of the "milestones" referred to in Schedule III (Detailed Planning for the purpose the Further Agreement) is exceeded by more than three months as a result of an attributable failure on the part of the Supplier;
 - d. in the event non-ethical acts are performed by or on behalf of the Supplier with due observance of the provisions of Article 20;
 - e. in the event the possibility of compliance on the part of one of the Parties with his or her obligations on the basis of this Framework Agreement is prevent or complicated substantially for a period of more than six months as a result of force majeure in accordance with Article 13.
- 12.2 The Supplier will inform the Client immediately and in writing if it is likely that one of the cases referred to in Article 12.1 under a or e will occur.
- 12.3 Early termination of the Framework Agreement takes place by means of a registered letter.
- 12.4 Termination of this Framework Agreement for any reason whatsoever does not affect the rights and obligations arising from one or more Further Agreements. The conditions of this Framework Agreement continue to apply all Further Agreements that still continue to apply after termination of this Framework Agreement.
- 12.5 Supplementary to all penalties the Supplier may have to pay, the Client will be entitled to full compensation of the direct damage it sustains as a result of early termination of this Framework Agreement pursuant to Article 12.1 under a, b, c or d without the Client being obliged to pay compensation and without such prejudicing the Client's other rights.

- 12.6 In the event this Framework Agreement is terminated early on the basis of Article 12.1, the Client will have the first right in connection with this Framework Agreement and with respect to the Delivery to exercise a purchase option in respect of the Traction power components being produced but not yet Accepted as well as other objects of the Delivery against a proportionate price.
- 12.7 In case of early termination on the basis of Article 12.1, the Client will be allowed to assign all or part of the performance of this Framework Agreement to another Party without prejudicing its remaining rights. The Supplier hereby consents in advance to this contract transfer should the occasion arise. The Client will inform the Supplier of the decision in question by registered post.
- 12.8 In the event the Client exercises its right to have the Supplier buy back the Traction power components and/or other objects of the Delivery, the Client will have the right to use the Traction power components and/or other objects of the Delivery (already) delivered against a fair compensation during the term the Client needs to obtain suitable alternatives. If this is the case, the Client will also have the right to use the documentation including the software.
- 12.9 Payment by the Supplier of all amounts it owes the Client in connection with the repurchase by it of the Traction power components and/or other objects of the Delivery must take place simultaneously with the sale and transfer by the Client.
- 12.10 Insofar as not expressly otherwise provided for in this Framework Agreement, the legal remedies available to the Client are cumulative and may only be exercised by the Client on top of all other rights the Client also has pursuant to the applicable law.

Article 13 Force majeure

- 13.1 A failure to comply with an obligation under this Framework Agreement does not result in liability of a Party insofar as this failure was caused by force majeure as referred to in Article 6:75 DCC.
- 13.2 Force majeure never includes a lack of employees, strikes, employee illness, late delivery or unsuitability of materials, raw materials, semifinished products or services, mistakes or errors on the part of the Subcontractor itself or the third parties engaged by it, delivery terms being exceeded by subcontractors or suppliers of the Supplier, a lack of raw substances and (semifinished) products and price increases of raw materials or (semi-finished) products. Failures on the part of third parties engaged by the Supplier does not result in force majeure on the part of the Supplier.
- 13.3 The Supplier commits that it will endeavour demonstrably to limit all possible consequences during the period of force majeure as much as possible.

Article 14 Liability and indemnification

- 14.1 The Supplier is liable for all damage however named to or caused by the Traction power components, Provision of parts and Service until the moment at which the Traction power components, parts and Service have been accepted by the Client in accordance with Article 28. The Supplier is similarly liable for other objects of the Delivery, which are not Traction power components, and documentation including software until the moment at which they have been accepted by the Client. The Supplier indemnifies the Client against third-party claims in this connection.

- 14.2 For the liability of the Supplier referred to in paragraph 1 of this article, a distinction is made between direct and indirect damage (including consequential damage). Direct damage includes, but is not limited to:
- a) damage to parts of rectifier stations and other parts of the energy supply of tram and metro, which in any case includes: material damage, defective or non-functioning and reduced availability;
 - b) damage to other property of GVB and/or third parties;
 - c) all costs reasonably incurred by GVB and/or third parties in keeping the existing traction power supply installations to be replaced and associated installations and facilities operational for a longer period of time as a result of the attributable failure of the Supplier to fulfill its obligations from the Framework Agreement;
 - d) all reasonable demonstrable costs incurred by GVB and/or third parties in preventing, limiting or repairing direct damage;
 - e) all third-party claims related to property damage;
 - f) all claims of third parties in relation to personal injury;
 - g) all demonstrable costs that GVB has reasonably incurred to have the agreed performance still comply with the Framework Agreement;
 - h) fees and fines demonstrably owed by GVB to third parties and or fines from our client VRA;
 - i) reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the method of repair.
- 14.3 The Suppliers liability for direct damage attributable to it is limited to a maximum of € 2,500,000 per event and € 5,000,000 per year. Limitation of the damage with regard to paragraph 2 sub e and f is limited to a maximum of € 5,000,000 per event and € 10,000,000 per year.
- 14.4 The Suppliers liability for consequential damage is excluded. Consequential damage is exclusively understood to mean:
- a) loss of profit and loss of turnover;
 - b) costs incurred to prevent, limit or determine consequential damage; and
 - c) damage to reputation and goodwill.
- 14.4 The Client is not liable for and the Supplier will indemnify the Client against damage to and loss of machines, equipment and materials of the Supplier.
- 14.5 The Client is not liable for and the Supplier will indemnify the Client against damage to and loss of machines, tools and materials of the Supplier.
- 14.6 The Supplier indemnifies the Client against claims from third parties in connection with an infringement of intellectual property rights, comparable claims to knowhow, including unlawful competition.

Article 15 Insurance

- 15.1 The Supplier will take out from and maintain for its own account damage and liability insurance with reputable insurers via reputable brokers, which insurance will provide adequate cover for the risks arising from the performance of this Framework Agreement. These insurances must apply from the moment this Framework Agreement enters into effect.
- 15.2 The Supplier will arrange for adequate insurance of all insurable risks that may arise from this Framework Agreement.

- 15.3 All insurance will (i) be in accordance with normal practice within the industry of persons who own or operate in similar circumstances similar Traction power components, parts and Service, (ii) express the cover in euros and (iii) are primary and do not include a right of contribution of an insurance that is borne by the additional insured persons.
- 15.4 The Supplier will provide the Client each year with insight into or a copy of the applicable policies and of the receipts with respect to the premiums due.
- 15.5 In the event excess applies to any insurance, this excess will be borne by the Supplier.
- 15.6 Insurance taken out by the Supplier do not imply a limitation of the Supplier's liability.

Article 16 Transfer of rights and obligations and engaging third parties

- 16.1 In the context of the change in the governance structure within Amsterdam's public transport, the Client and its strategic partners have the right to transfer rights or obligations under this Framework Agreement and Further Agreements to the newly formed entity GVB Railinfra B.V. without the Contractor's permission being required.
- 16.2 The Supplier will not transfer rights or obligations under this Framework Agreement to third parties, unless the Client agrees thereto in advance. This approval will not be withheld on unreasonable grounds. The Client may attach further conditions to this approval.
- 16.3 The Supplier will not engage third parties in connection with the performance of this Framework Agreement to third parties, unless the Client agrees thereto in advance. This approval will not be withheld on unreasonable grounds. The Client may attach further conditions to this approval.
- 16.4 The Supplier remains fully responsible and liable for all acts of third parties and all work carried out by third parties in connection with this Framework Agreement in the event the third party acts on behalf or at the request of the Supplier in the case in question.
- 16.5 Agreements between the Supplier and any third party or subcontractor will not create any obligation for the Client nor result in any change to the Supplier's obligations towards the Client.

Article 17 Confidentiality

- 17.1 The Supplier will keep the existence, nature and contents of the Framework Agreement secret, and not disclose any information in this connection without the Client's written approval.
- 17.2 The Supplier will return at the Client's first request all materials and documentation, including extracts and copies thereof, which were made available by the Client in connection with the Framework Agreement. Supplier has the right to keep one (1) copy of the obtained confidential information for archiving purposes.
- 17.3 The Supplier commitment that it will treat in confidence and keep secret all data and information concerning or relating to Traction power components, Provision of parts, Service, business operations and the Client's organisation, which comes to the attention of the Supplier within the context of the performance of the Framework Agreement, and not use it for any purpose other than the one for which they were provided. Information is not confidential if: (a) It is in the public domain at the time of exchange, unless this is the result of a breach of the confidentiality obligation in this Framework Agreement; (b) It was already in the receiving party's possession; (c) It is required to disclose it pursuant to a court order; or (d) It has been

- independently developed by the receiving party without making direct or indirect use of the confidential information.
- 17.4 The Supplier also commits that it will impose the same duty of confidentiality on its employees and/or auxiliary persons who are directly or indirectly involved in the performance of the Framework Agreement and it will have them sign a nondisclosure agreement if necessary.
- 17.5 The Supplier ensures that the duty of confidentiality imposed on employees and/or auxiliary persons continues to apply following termination of the activities or the Framework Agreement.
- 17.6 The Supplier is not allowed to give publicity to any aspect of the Framework Agreement or to use the name, logo or corporate identity of the Client without the written approval of the Client.

Article 18 Entire Framework Agreement

- 18.1 This Framework Agreement contains all agreements between the Parties in connection with its subject. As from the moment this Framework Agreement enters into effect, all Framework Agreements and the agreements the Parties may have made or concluded previously in this connection will end and all documents exchanged before the effective date of the Framework Agreement lose their validity.
- 18.2 The following Appendices to this Framework Agreement form an integral part thereof:
- | | |
|---------------|---|
| Appendix I | Further Agreement |
| Appendix II | Template Implementation Design |
| Appendix III | Template Detailed planning for the Further Agreement |
| Appendix IV | Template Test Plan |
| Appendix V | Acceptance Protocol |
| Appendix VI | Acceptance Protocol overall acceptance |
| Appendix VII | Bank guarantee for Further Agreement |
| Appendix VIII | Summaries of Additional Information and Changes, in which connection later versions prevail over earlier versions |
| Appendix IX | Tendering Guidelines |
- this Framework Agreement
- | | |
|---------------|--------------------------------------|
| Appendix XI | GVB General Purchase Conditions |
| Appendix XII | Service Level Agreement (SLA) |
| Appendix XIII | Schedule of Requirements |
| Appendix XIV | Parent company guarantee |
| Appendix XV | The Supplier's Tender |
| Appendix XVI | Price sheet included with the Tender |
- If applicable, the Schedules form part of the Appendices.
- 18.3 In the event the Framework Agreement contains inconsistencies, unless expressly determined otherwise, the following order of decreasing prevalence applies:
- o the changes and/or additions to the Framework Agreement agreed in writing between the Client and the Supplier;
 - o the Framework Agreement;
 - o the Appendices and Schedules enclosed with the Framework Agreement in decreasing prevalence.

- 18.4 In case of inconsistencies between any Appendix, not including any Schedules belonging thereto, and the related Schedule, the provisions of the Appendix in question prevail, not including any Schedules belonging thereto, unless expressly agreed otherwise.
- 18.5 The inconsistency will be interpreted in accordance with the standards of reasonableness and fairness if application of the order referred to in Article 18.3 does not lead to a solution.
- 18.6 In the event the Supplier consists of more than one (1) company (consortium) and referred to in the preamble under “Supplier” will be bound jointly and severally to comply with the Supplier’s obligations pursuant to this Framework Agreement. Statements on behalf of and will be made exclusively by the Supplier’s project manager referred to in Article These statements will bind both and
- 18.7 Any previous oral and written agreements between the Parties regarding the performance of activities within the scope of the Framework Agreement lapse as a result of the signing of this Framework Agreement.

Article 19 Applicable law and disputes

- 19.1 This Framework Agreement is governed by Dutch law.
- 19.2 The Supplier is obliged to comply with all national, provincial, municipal and other laws, bylaws, values and standards and requirements and conditions imposed by the competent authorities concerning employees, social security benefits, labour regulations, safety, materials, environment, taxes etc.
- 19.3 The Supplier must ensure that all required official documents and approvals from the government and other agencies are available, which are necessary for the performance of the Framework Agreement.
- 19.4 In the event one or more provisions of the Framework Agreement should prove non-binding, the other provisions of the Framework Agreement will continue to apply in full and the Parties commit that they will replace the non-binding provisions with provisions that are binding and approach the original intention of the Parties as closely as possible.
- 19.5 All disputes that arise in connection with this Framework Agreement will be settled by the competent court in Amsterdam without prejudice to the Client’s right to summon the Supplier before the competent court of the place the Supplier has its registered office.
- 19.6 Without prejudice to the provisions of Article 19.5, the Parties will endeavour to settle amicably any dispute concerning this Framework Agreement or any dispute related to this Framework Agreement.
- 19.7 Unless expressly permitted in writing by the Client, the Supplier will not interrupt the work or delay it in connection with disputes or proceedings.

Article 20 Integrity, conflict of interest, bribery, contacts and obligation to provide information

- 20.1 The Supplier and the Client that during the term of the Framework Agreement they will refrain from performing unethical acts, including in any event the acts referred to in the fourth up to and including seventh paragraph of this article.

- 20.2 The Contractor has the right to have the Supplier screened for the existence of an Integrity Risk during the term of the Agreement. If the Cooperation requires the Supplier's cooperation for this purpose, the Supplier will render this cooperation upon first request.
- 20.3 In the event the Supplier does not or does not cooperate sufficiently in a screening, the Client will have the right to suspend or terminate this Framework Agreement with due observance of its legal possibilities and, if applicable, this integrity clause.
- 20.4 The Supplier will not offer or promise to the Client, its employees or representatives or third parties, on its own behalf or for any other party, any gift, reward, compensation or benefit of any kind whatsoever that could be interpreted as an unlawful practice.
- 20.5 It is also prohibited to make any use of the services of employees of the Client during or within the context of deliveries or activities that are or can be performed directly or indirectly.
- 20.6 The Supplier informs the Client of any takeover of the business of the Supplier and of any change to the control structure within the business that results in a significant change in the control, in which connection each change of control exceeding 10% is significant.
- 20.7 The Supplier will inform the Client if and as soon as the Supplier has become aware of the fact that it or the employees of the Supplier involved in the performance of the contract are the subject of a criminal investigation, investigation by a government inspection service, investigation by the Netherlands Authority for Consumers & Markets (ACM), or in the event criminal prosecution is initiated against the Supplier or against employees of the Supplier involved in the performance or a party affiliated with the Supplier.
- 20.8 If it appears that the Supplier has acted contrary to the foregoing, the Client will inform the Supplier in writing of the established facts and give the Supplier the opportunity to discuss the situation in an adversarial interview.
- 20.9 If, even after this adversarial discussion, it appears that the Supplier has acted contrary to the aforementioned, the Client may dissolve the agreement in whole or in part with immediate effect without notice of default and to break off all (pre-contractual) negotiations, without being obliged to pay any compensation. with due observance of the provisions of Article 12.1 under d.
- 20.10 Articles 20.4 up to and including 20.9 are reciprocal and apply to both the Client and the Supplier.
- 20.11 The matters set out above do not alter the fact that the Supplier or the Client is obliged to comply with all legislation and regulations that apply both to it and to the business relationship with the Supplier or the Client.

CHAPTER 2 - PROVISIONS WITH RESPECT TO PRODUCT RANGE, INNOVATION & PRODUCT DEVELOPMENT, REQUEST FOR AN OFFER, OFFER, PURCHASE AND DELIVERY, INSPECTION AND ACCEPTANCE

Article 21 Composition Core Product Range and Other product range

- 21.1 All Traction power components set out in the Schedule of Requirements (appendix XIII) and elaborated into an Implementation Design as referred to in Article 27 jointly form the Core Product Range.
- 21.2 All Traction Power Components for tram and metro that are not included in the Schedule of Requirements (Annex XIII) and which have been developed into an Implementation Design as referred to in Article 27 on the basis of a deviation from the Schedule of Requirements (Annex XIII) indicated by the Client. The Framework and Further Agreements together form the Other Assortment.

Article 22 Adjustment Schedule of Requirements, Core Product Range and Other product range

- 22.1 The Client has the right to request changes to the Schedule of Requirements (appendix XIII) that comprises an expansion, adjustment or limitation of the Core Product Range Traction power components to be delivered and/or the maintenance to be carried out by the Supplier.
- 22.2 Following a written request for a change from the Client as referred to in paragraph 22.1, the Supplier will provide a written and substantiated statement of the consequences for the functionality, quality, delivery time, risks, costs, maintenance to be performed and possible other relevant factors, within the terms set in Article 26.1. The Supplier declares in advance that it is willing to implement the change insofar as it is technically able to do so.
- 22.3 In the event the Supplier proposes to implement a change to the composition of the Core Product Range or is of the opinion that a change should be implemented, the Supplier will notify the Client thereof without delay, in writing and with reasons while also indicating the reason why a change is recommended and what the consequences are for the functionality, quality, risks, rates/prices, maintenance to be performed and possible other relevant factors. It is assumed in this connection that a change proposed by the Supplier must not have an impact on the price and delivery times, unless the Parties agree otherwise in writing.
- 22.4 In the Delivery, which the Supplier must carry out on the basis of the Framework Agreement, is demonstrably complicated or expanded as a result of the changes referred to in Article 22.1, such will constitute additional work for which the Supplier will receive a fee. Additional work does not include additional Deliveries and activities the Supplier could and should have foreseen when it accepted the obligations under this Framework Agreement.
- 22.5 The Supplier does not implement changes without the prior written and express approval of the Client. The starting point is that the Client assesses changes as quickly as possible and have to be implemented by the Supplier. The Client will respond to proposed changes within 30 days.

Article 23 Provision of parts

- 23.1 The Supplier is obliged to deliver the (replacement) parts required by the Client up to and including the date 10 years after Acceptance of the final Delivery of the Traction power components.
- 23.2 The Supplier is obliged during the period referred to in Article 23.1 to ensure that it is able to provide the Client with all required (replacement) components against the prices laid down in appendix XVI and the delivery times laid down in the Schedule of Requirements (appendix XIII).
- 23.3 If a Traction power installation is not available for the purpose of the Operation as a result of ordered (replacement) parts not being delivered in time, the Client will have the right as from the 3rd **workingday** after the order to impose a penalty amounting to five hundred euros (€500) for each additional day the installation is unavailable.
The entitlement to compensation becomes effective as from the moment the Client has notified the Supplier in writing of the Unavailability. Deviations from the abovementioned term are possible in case of major harmful events.
- 23.4 In the event the (replacement) parts, which are of the same type as the parts that form part of the Traction power installation or the Traction power components at the moment of Acceptance, can no longer be delivered in their original form, the Supplier will be obliged to deliver (replacement) parts that are functionally identical to the original (replacement) parts and it must be possible to use them in the Traction power installation preferably without adjustment(s) to the Traction power components. If adjustment(s) to the Traction power installation is/are nevertheless necessary, the Supplier will provide the Client with a work description and instruction(s) with respect to the necessary modification(s) unless the Supplier carries out these itself at its own expense. Additional costs arising from the aforementioned modifications are entirely for the account of the Supplier unless the Supplier carries them out for its own account. Where the Tender indicates prices for components, it will be the case that the functional, identical (replacement) parts will be delivered by the Supplier at the prices laid down in the Tender and indexed against the formula included in Article 37 for the entire period referred to in Article 11.
- 23.5 In the event the Supplier is no longer able to comply with its obligation to deliver original or functional identical (replacement) parts as a result of force majeure during the period referred to in Article 11, the Supplier hereby grants the Client in advance and the Client hereby accepts for no consideration any required permit and approval, or the Supplier ensures that third parties will provide the Client, and free of charge with any required permit and approval, so that the Client can have third parties produce the (replacement) parts that are needed for maintenance and operation of the Traction power installations, all of the above on the basis of all current and necessary information, which information is made available by the Supplier free of charge. The Supplier is obliged to have such information available. The Supplier will provide the Client immediately and at its request with all necessary information.
- 23.6 The Supplier guarantees that the prices, delivery times and quantity of required (replacement) parts as set out in more detail in its Tender are and will remain correctly and completely. If it becomes clear at any time that this guarantee is incorrect, the Supplier will be liable for all damage the Client sustains as a result or in that connection, including all extra costs of (replacement) parts that are lacking from its Tender or in respect of which its Tender prescribed an incorrect frequency or was otherwise incorrect or incomplete.
- 23.7 All (replacement) parts must be manufactured and delivered in accordance with the same procedures and methods and must be subject to the same quality control as carried by the

Supplier and/or must be carried out with respect to the parts delivered as part of the Accepted Deliveries via Further Agreements.

- 23.8 The Supplier guarantees that all (replacement) parts that are delivered pursuant to this Framework Agreement comply with the relevant specifications and are not defective or damaged in any way at the moment of Acceptance.

Article 24 **Obsolescence management**

- 24.1 As soon as the Supplier becomes aware that a Traction Power Supply component or part will no longer be available or will be phased out, it must inform the Client of this as soon as possible, but at least 9 months in advance.
- 24.2 In the case referred to in Article 24.1, the Supplier will present a proposal to handle the underlying function of the relevant Traction power component or part in accordance with the provisions of Article 22.

Article 25 **Innovation, product development and sustainability**

- 25.1 The Supplier and the Client strive for delivery and application of Traction power components that are in accordance with the latest state of the art and that have proved themselves in practice.

The Client strives to makes the purchase of Traction power components as sustainable as possible. This is defined by the Client as Traction power components and Traction power installations that:

- a. are produced as sustainably as possible
- b. are produced with no or as few raw materials as possible
- c. that contain no or as few hazardous raw materials as possible
- d. that consume energy as efficiently as possible
- e. and can be reused fully and with the highest possible quality after their technical service life.

The Supplier therefore makes a structural effort to adjust its Core Product Range and Custom Product Range during the term of the Framework Agreement in line with the Client's needs in accordance with the provisions of this Article.

- 25.2 The Supplier and the Client strive to deliver and apply innovative and sustainable Traction power components and realise Traction power installations. The Parties have agreed that they will endeavour to identify on a structural basis opportunities with respect to innovation, product development and sustainability during the term of the Framework Agreement and to apply these as well if possible, in accordance with the provisions of Articles 22 and 23 and the provisions of 25.1.
- 25.3 The Supplier's procedure with respect to innovation, product development and sustainability is laid down in an innovation and sustainability plan that forms part of the Supplier's Tender (appendix XIII). Each year before 1 October, the Supplier submits an updated version of the innovation and sustainability plan in which existing, adjusted and new proposals for adjustment of the Core Product Range and the Other Product Range are elaborated with due observance of the provisions of this Article. Opportunities with respect to innovation, product development and sustainability are presented and elaborated as well. Each year before 1 January, the Supplier and the Client make arrangements regarding the implementation of all

- or parts of the innovation and sustainability plan based on the updated innovation and sustainability plan in accordance with the provisions of Articles 22, 23 and 25.1.
- 25.4 As regards the parts of the Supplier's innovation and sustainability plan that demonstrably result in costs savings for the Client if they are implemented, the Client and the Supplier will conclude an agreement in which the division of the cost savings realised between the Parties is laid down.
- 25.5 Supplementary to the provisions of 25.1 up to and including 25.4, the Client is willing subject to further conditions to be agreed between the Parties to make its Traction power components and Traction power installations area available for the purpose of testing and applying innovative and sustainable Traction power components and Traction power installations of the Client that do satisfy the provisions of 25.1 but which have not proven themselves in practice yet.

Article 26 Request for an Offer

- 26.1 The Supplier is obliged to submit an Offer within the following terms after receipt of a
- Regular request 20 working days.
 - Urgent request 10 working days.
 - Custom request 30 working days.

with due observance of the provisions of this Framework Agreement. Obtaining an Offer does not involve costs for the Client.

- 26.2 The Offer and the price calculation included in it must comply with and may not be less favourable than the Tender submitted.
- 26.3 Quotations to be made by the Supplier are valid for at least 90 days.

Article 27 The Offer and Implementation Design

- 27.1 The Supplier will submit an Offer to the Client within the terms referred to in Article 26.1, which will consist of:
- A Provisional Design of the Traction power installation requested by the Client
 - A specified quotation of the Traction power installation requested by the Client
 - A statement of the delivery time of the Traction power components requested by the Client
- 27.2 The Supplier will submit a Provisional Design and an Offer within the terms referred to in Article 26.1 that concern the Traction power components included in the Client's Request for an Offer.
- 27.3 The Supplier will submit an Offer within the terms referred to in Article 26.1 that includes a specified quotation at element level of the Traction power components specified in the Client's Request for an Offer.
- 27.4 The Supplier will submit an Offer within the terms referred to in Article 26.1 that includes a specified planning including a statement of the delivery time of the Traction power components specified in the Client's Request for an Offer, including the FAT and SAT procedure to be performed in accordance with the model attached as Schedule VI to this Framework Agreement.
- 27.5 The Supplier will also submit the following information and drawings to the Client within the term referred to in Article 26.1: (a) a floor plan of the components to be delivered, (b) an overview of the components to be delivered that refers to the list of products and the type numbers included therein from the Supplier's description, (c) view drawings showing the

- components to be delivered including all doors and hatches to be opened (on all four sides), (d) an impression in colour and 3D, (e) a specified statement of the floor loads of the various Traction power components and (f) a statement of the energy consumption and the thermal load.
- 27.6 The Supplier will provide a further explanation of the Provisional Design, the planning and the drawings within five (5) working days after the Client's request to that effect, if necessary together with the supplier concerned.
- 27.7 In the event the Client considers that the Provisional Design and/or drawings require adjustment, the Client will notify the Supplier thereof in writing and indicate the reasons within five (5) working days after receipt.
- 27.8 The Supplier will submit an amended Provisional Design, planning and/or adjusted drawings to the Client free of charge within five (5) working days after receipt of the Client's written notification as referred to in Article 27.7. Articles 27.5 and 27.6 and the first sentence of this paragraph will then apply equally.
- 27.9 Following the Client's written approval of the Provisional Design, planning, drawings and the Offer, whether or not following amendment by the Supplier in accordance with the provisions of Article 27.8, the approved Provisional Design will acquire the status of Definitive Design.
- 27.10 The Definitive Design, planning and drawings and Offer approved by the Client are tested by the Installer prior to actual application and incorporation in a project. The Definitive Design acquires the status of Implementation Design following written approval of the Definitive Design by the Client and the Installer. In the event the Client or the Installer is of the opinion that the Definitive Design, the drawings, the planning and/or the Offer require adjustment, the Client will notify the Supplier thereof in writing within five (5) working days after receipt and provide the reasons.
- 27.11 The Supplier will submit an amended Definitive Design, planning and/or adjusted drawings to the Client free of charge within five (5) working days after receipt of the Client's written notification as referred to in Article 27.10. Articles 27.5 and 27.6 and the first sentence of this paragraph will then apply equally. Following the Client's written approval of the Definitive Design, planning, drawings and the Offer, whether or not following amendment by the Supplier in accordance with the provisions of Article 27.10, the design approved by the Client will acquire the status of Implementation Design.
- 27.10 Verifications and approvals by the Client as referred to in this Article do not prejudice any Acceptance in the future and do not result in any changes to the responsibility and obligations of the Supplier.

Article 28 Purchase and sale; Delivery

- 28.1 The contract is formed by the Parties signing the Further Agreement.
- 28.2 The Supplier's Offer consisting of the Implementation Design, drawings, specified quotation, specified delivery time, will become part of the Further Agreement following verification and approval by the Client. The Supplier cannot commence construction and production of the Traction power components until thereafter.
- 28.3 The Implementation Design and the drawings continue to apply to the Delivery until one or more changes are made or have to be made to them, in which case the provisions of Articles 27.7 up to and including 27.8 apply again.
- 28.4 The Supplier delivers a planning (see also Article 27.4) concerning the phasing of production, FAT, transport, delivery, assembly and SAT of the Traction power components.

- 28.5 The Delivery must comply with all functional, technical and other requirements, which have been laid down in this Framework Agreement, the Implementation Design including the drawings, the Tender, the Summary of Additional Information and Changes and the Schedule of Requirements.
- 28.6 The Traction power components that are delivered and form part of the Delivery have a (technical) service life of at least:
- A. High-voltage distribution system (HVI) 30 years
 - B. Traction transformer 30 years
 - C. Rectifier 30 years
 - D. Recovery Unit 25 years
 - E. Direct current distribution system (GVI) 30 years
 - F. Section switchgear (SSI) 30 years
 - G. Security 20 years
 - H. Internal wiring 30 years
 - I. Local control 15 years
 - J. Low-voltage power supply including self-contained transformer (EBT) 30 years
 - K. Low-voltage distribution system (HVI) 30 years
- 28.7 The Delivery must comply with all applicable legislation and regulations and with all other policy and other rules that apply of the day of delivery of all or part of the Delivery.
- 28.8 The Supplier will deliver and carry out the Delivery in accordance with the terms and conditions of this Framework Agreement. In case of inconsistencies or expected inconsistencies between the Supplier's obligations pursuant to this Framework Agreement, which includes the documents referred to in Article 28.2, the Supplier will inform the Client thereof immediately and submit a report to the Client that sets out the inconsistency, as well as all possible solutions and related risks, which report will be discussed by the Parties. In the event it is established that there are inconsistencies between the Supplier's obligations, the Client will be free to decide how it wishes to resolve this inconsistency on the basis of the solutions presented by the Supplier.

Article 29 Responsibility and liability for the design, construction, manufacture and operation of the Delivery

- 29.1 The Supplier is responsible and liable for checking the Schedule of Requirements, the correct and right design, the sound construction and manufacture and the operation of the Delivery. The Supplier is also responsible for the sound quality of the Delivery.
- 29.2 The Supplier will remain fully responsible and liable, also in the event the design, the construction and/or production are adjusted at the request of the Client and/or parts have been/are selected by the Client and the relevant adjustments/choices have been agreed between the Parties and/or if drawings, descriptions, calculations, schedules or other documents have been presented to the Client and/or verified, accepted and/or approved by the Client.
- 29.3 Notwithstanding the guarantee provisions of this Framework Agreement, the Supplier will design and manufacture the Delivery in such a manner that it can and continues to comply with the requirements laid down in this Framework Agreement, including the documents referred to in Article 29.2, during the agreed service life of the Traction power components in case of correct use and correct maintenance and with regard to normal wear and tear.

Article 30 Inspection(s)

- 30.1 The Supplier will ensure that at all times during the entire working week, insofar as reasonable and in consultation with and under the supervision of the Supplier, one or more persons to be designated by the Client is/are granted access to all workshops, measurement rooms, test areas and warehouses where the Traction power components or parts or materials for these components are designed, created or stored, both as regards the workshops, measurement rooms, testing areas and warehouses of the Supplier itself and those of its subcontractors and suppliers.
- 30.2 The Client will announce inspections in writing at least five working days in advance. The Supplier will make the persons referred to available in Article 30.1 free of charge and in consultation with the Client for the purpose of being able to carry out inspections or verifications.
- 30.3 Verifications or inspections by the Client as referred to in this Article do not prejudice any Acceptance in the future and do not result in any changes to the responsibility and obligations of the Supplier pursuant to this Framework Agreement.

Article 31 Time limits: time schedule and detailed planning in the Further Agreement

- 31.1 The detailed planning included by the Supplier in its Offer accepted by the Client forms an integral part of the Further Agreement as appendix III after the relevant Further Agreement has been signed. The detailed planning includes a detailed production and delivery schedule of the Traction power components that are part of the Delivery and is based on the time schedule included in the Schedule of Requirements (appendix XIII).
- 31.2 The dates indicated in the time schedule referred to in Article 31.1 apply as “milestone” and therefore as the final date on which the Supplier must have complied with the related obligations. These dates therefore have the nature of a “strict deadline” so that the Supplier is in default already as a result of the mere expiry thereof without having complied with the related obligation.
- 31.3 The final date on which the Traction power components that are part of the Delivery must have been delivered at the location designated by the Client in accordance with Article 33.16 applies in any event as a “milestone”.
- 31.4 The Supplier always informs the Client immediately and in writing regarding a deviation and/or change to the detailed planning, such also in accordance with Article 32.
- 31.5 Deviations and/or changes to the detailed planning, which mean that one or more of the milestones referred to in Articles 31.2 and 31.3 are not or cannot be realised will only take place after the Client’s written approval has been obtained, all of the above in accordance with Article 32.

Article 32 Delays

- 32.1 In the event the Supplier is of the opinion that the detailed planning referred to in Article 31 cannot be met, or if it is likely that one or more of the “milestones” referred to in Article 31 cannot be met, the Supplier will inform the Client thereof immediately in writing, stating the reasons for the delay and while stating the expected moment at which the obligation(s) concerned can be complied with, which will also include a proposal as to how the delay incurred will be limited as possible.

- 32.2 In the event the Supplier proves sufficiently to the Client that the failure to realise one or more “milestones” is due to force majeure as referred to in Article 13 or is exclusively attributable to the Client, the Supplier will have the right to postpone the obligation(s) in question within reason without prejudicing the provisions of Article 32. If this is the case, the Parties will have to reach agreement concerning the permitted postponement and about a changed detailed planning, in which connection the permitted postponement can never and will never be longer than the duration of the force majeure situation acknowledged by the Client. Postponement of the relevant obligation(s) agreed between the Parties in accordance with Article 32.2 will not be taken into account in the calculation of the any penalties owed on the basis of Article 32.3 and no compensation whatsoever will be due on the basis of such postponement.
- 32.3 In the event the Traction power components are not delivered or are delivered late at the location designated by the Client in accordance with Article 33.16, the Supplier will owe a penalty for the Traction power components that were not delivered at the location designated by the Client on the date determined for this purpose in Appendix III (Detailed Planning), for each week (block of 7 days) of delay, which penalty will amount to **1** percent (%) of the total contract price of the Traction power components from the Further Agreement in question as laid down in the Further Agreement in accordance with Article 28 of this Framework Agreement for as long as the delay continues subject to a maximum of **10** percent (%) of the total contract price. A part of one (1) week is set off in proportion to the number of days.

Article 33 Test Plan, FAT/overall acceptance, delivery at the location designated by the Client, SAT/final inspection of the Traction power components and Acceptance.

- 33.1 The Client has the right to subject the Traction power components to a FAT/overall acceptance and a SAT/final inspection in the manner and/or in accordance with the procedure as set out further in this Article.
- 33.2 The Supplier will submit a Test Plan to the Client for approval within at most 40 working days for the first FAT/overall acceptance. The plan complies in any event with the provisions of the Schedule of Requirements. The Test Plan comprises a detailed planning that aligns with the planning as agreed in the Further Agreement entirely in accordance with the provisions of Article 31. The Test Plan also includes the starting points and preconditions, sets out the resources, people and budget required from the Parties for the performance of the Test Plan in addition to the tests to be performed and the values and limits to be demonstrated.

Subjecting Traction power components to a FAT/overall acceptance

- 33.3 The Supplier makes the Traction power components available to the Client at its production location ready for operation for an overall acceptance.

Procedure and substance overall acceptance

- 33.4 The Supplier will inform the Client at least twenty (20) working days in advance that the Traction power components are ready for operation to be inspected for overall acceptance.
- 33.5 The Client will subject the Traction power components at the Supplier's production location to a FAT/overall acceptance immediately after the term of twenty (20) working days **within 10 working days** referred to in Article 33.4.
- 33.6 The FAT/overall acceptance comprises all necessary tests as set out in the Test Plan including at least the tests set out in the Schedule of Requirements in order to demonstrate that the Traction power components comply with the requirements set out in the Schedule of Requirements.

- 33.7 The Acceptance Protocol overall acceptance indicates whether the Traction power components subject to a FAT/overall acceptance have been accepted or rejected.
- 33.8 The Traction power components will not be deemed to have been approved and released for transport to the Client's site until the Client has signed the Acceptance Protocol overall acceptance as referred to in Article 33.7 as approved. Approval by the Client will take place within ten (10) working days after receipt of the Acceptance Protocol or at least as soon as reasonably possible.
- 33.9 In the event the Traction power components display defects and/or it becomes clear that they do not meet the requirements referred to in Article 18.2 during the FAT/overall acceptance, the Traction power components in question will be rejected.
- 33.10 However, if the defects and/or deviations referred to in Article 33.9 are such in nature that they do not preclude approval of the Traction power components in the opinion of the Client, the Traction power components will be approved by the Client in derogation from the provisions of Article 33.9 and the Acceptance Protocol overall acceptance will be signed by way of confirmation thereof.
- In such cases, the defects and/or deviations that have been identified will be recorded in the Acceptance Protocol overall acceptance. Without prejudice to its warranty obligations, the Supplier will be obliged to resolve the defects and deviations thus recorded in the Acceptance Protocol overall acceptance to the satisfaction of the Client free of charge and within a reasonable term to be imposed by the Client. This will take place at a location to be designated by the Client unless the Parties agree otherwise. As soon as the defects and deviations recorded in the Acceptance Protocol overall acceptance have been resolved, the Client will confirm this to the Supplier in writing.
- 33.11 If the Traction power components subject to a FAT/overall acceptance are rejected on the basis of defects and/or deviations that have been found, the Client will always have the right to suspend overall acceptance, transport to the Supplier's site and delivery at the location designated by the Client of the Traction power components to be delivered until the moment the rejected Traction power components have been approved.
- 33.12 The approval of the Traction power components subject to a FAT/overall acceptance can only be approved by means of an Acceptance Protocol overall acceptance signed as approved by the Client.
- 33.13 The Supplier makes sufficient facilities available to the Client in consultation with the Client and for no consideration to be able to carry out the acceptance inspection(s).
- 33.14 Upon successful completion of the acceptance test to be (partially) re-performed in the event of (partial) rejection, in evidence of which an Acceptance Protocol for approval must also be signed, the Traction Power Components will be transported from the Supplier's premises to and delivered to a Client designated location.
- 33.15 All costs associated with a (partially) re-performed acceptance test, including travel and accommodation costs of employees of the Client, are entirely at the expense of the Supplier. The costs to be reimbursed by the Supplier on the basis of the costs to be specified by the Client amount to a maximum of 2% of the value of the traction power installation to be tested.

Procedure and substance SAT/finale inspection and Acceptance

- 33.16 Delivery of the Traction power components at the location designated by the Client must take place (at the latest) at the times ("milestones") referred to in Schedule III (Detailed Planning).
- 33.17 The Traction power components that have been delivered at the location designated by the Client in accordance with Article 33.16 are subjected to an SAT/final inspection by the Client. The Traction power components are only Accepted if and after the SAT/final inspection as

- referred to in the Test Plan in which at least the tests referred to in the Schedule of Requirements have been completed successfully.
- 33.18 The final inspection comprises a visual inspection from which it should be evident that the Traction power components were not damaged during the transport from the Supplier's site to the location designated by the Client and all necessary inspections and checks to verify that the Traction power components comply with the requirements imposed in the Schedule of Requirements have been performed.
- 33.19 In the event an SAT/final inspection is not completed successfully, the Traction power components will be corrected by the Supplier free of charge within a reasonable term to be determined by the Client at that moment or, if and insofar as applicable, within a reasonable term imposed by the Client on the basis of Article 33.10, and the lacking documents will be submitted as yet within those term(s). Thereafter, the Supplier will present the Traction power components again to the Client for an SAT/final inspection by the Supplier to the Client, on a date to be determined by the Client.
- 33.20 The Traction power components will not be deemed to have been approved and accepted until the Client has signed the Acceptance Protocol overall acceptance. **The Client will sign the Acceptance Protocol within 10 working days and send it to the Supplier or report to the Supplier within this period, stating reasons why it is not yet signed.**
- 33.21 Approval that follows overall and/or abridged acceptance, as well as Acceptance that follows an SAT/final inspection, does not prejudice in any way the warranty obligations of the Supplier pursuant to this Framework Agreement.
- 33.22 All costs of the Client involved in a (partially) re-performed SAT/final inspection, including the hours spent by its employees, are entirely for the account of the Supplier. The costs to be reimbursed by the Supplier on the basis of the costs to be specified by the Client amount to a maximum of 2% of the value of the traction power installation to be tested.

Article 34 Warranty

Warranty obligations of the Supplier

- 34.1 The Supplier guarantees that the design of the Traction power components is correct, the Traction power components are constructed of sound materials and sound expertise in the agreed manner and that the assembly and installation work was carried out in an expert manner. The Supplier also guarantees that all parts, components and materials used, which jointly form the Traction power components were configured into a well-functional whole in a correct manner, in such a manner that the Traction power components continue and are able to continue to function in accordance with the provisions of Article 28.6, are and remain suitable for the proposed purpose and use as included in the agreement and are and remain safe.

The Client's rights under the general and additional guarantee

- 34.2 Pursuant to Article 34.1 and for the guarantee periods referred to in Article 34.4 et seq., the Client is entitled to repair or replacement free of charge of all matters delivered under this Framework Agreement and the components, parts and materials applied therein, insofar as these contain identified shortcomings, defects and/or breakdowns, as a result of which the Delivery is not or is no longer in accordance with and able to operate in accordance with the requirements laid down in this Framework Agreement, which includes the documents referred to in Articles 27.1 up to and including 27.5.

- 34.3 The Client will rely on the Supplier's service organisation for all possible repairs for the sake of limiting the turnaround time of work carried out under guarantee. **The Client must report any defect in writing to the Supplier within five (5) calendar days or at least as soon as reasonably possible after first becoming aware of the defect, but within the warranty period.**

Terms of general and additional guarantees

- 34.4 The general guarantee period commences following Acceptance of the Traction power components in accordance with Article **33.20** et seq. and ends after expiry of a period of two (2) years.

The Client's rights under the special guarantee

- 34.5 Supplementary to the general and additional guarantee and without costs for the Client, the Supplier grants a special guarantee in respect of the Traction power components and the components, parts and materials that part of the scope of the delivery of the Traction power components, for a period of at least (10) years.
- 34.6 The Client has the right to invoke the special guarantee in case of a serious and irregular fault, defect or failure that occurs systematically. This is considered to be the case if a fault, defect or failure has occurred each time with the same impact or the same error code within a random consecutive period of two (2) years since the Client's Acceptance of the Traction power components delivered on the basis of a Further Agreement and irrespective of the cause as a result of which:
- a. the agreed service life of the Traction power components is jeopardised, and
 - b. dangerous situations arise or could arise, and
 - c. substantial consequential damage could arise, and
 - d. the Traction power component(s) are found to be unsuitable in whole or in part for the proposed purpose or use.
- 34.7 In case of a fault, defect or failure that occurs in a systematic manner as referred to in the previous paragraph, the Client will have the right to demand that in addition to all required remedial measures the Supplier carry out without costs for the Client:
- a. preventative measures are implemented in order to prevent danger, malfunctions, interruptions in the transport activities or other damage, and
 - b. fundamental changes to the Traction power components of the same type and/or with the same operation are implemented and fundamental replacements take place in order to correct the cause of shortcomings, defects or breakdowns that occur in a systematic manner.

The Supplier will also adjust the other part of the Traction power components that were delivered, which means inclusive of Traction power components delivered under other Further Agreements, in respect of a fault, defect or failure has been identified, also in the event such a fault, defect or failure has not yet materialised in that part or those parts of the Traction power components. Every part and/or component affected by a change will be adjusted as well. The Supplier is obliged to carry out all activities necessary to resolve faults, defects or failures and to prevent these from occurring (again) in the Traction power components. The Client will cooperate therein, with due regard for the uninterrupted performance of the timetable.

- 34.8 The Supplier will consult with the Client concerning the measures to be implemented and not implement them until after the Client has granted its written approval.

- 34.9 The Supplier provides a supplementary special guarantee of one (1) year in respect of new parts that have replaced other parts pursuant to the special guarantee and in respect of activities performed pursuant to the special guarantee obligation.
- 34.10 If it once again concerns the provisions of Article 34.6, Articles 34.7, 34.8 and 34.9 will apply again.

Other guarantee provisions

- 34.12 Normal wear and tear, customary regular maintenance activities, culpable damage and/or defects as a result of inexpert use are excluded from the guarantee and/or work has been carried out on goods delivered by the Supplier without the written permission of the Supplier and/or are not in accordance with the agreed or customary destination, unless this is attributable to the Supplier, such as in case of a defect in the training of the Client's employees or as a result of defective or incomplete documentation, training or instruction.
- 34.13 In the event the Supplier fails to comply with one or more of its guarantee obligations after having received a written demand to do so and a reasonable period has been given to remedy the deficiency from the Client, the Client has the right to have the work carried out by a third party for the risk of the Supplier. All reasonably made related costs are fully for the account of the supplier.
- 34.14 The Supplier will not be released from its guarantee obligations until the faults, defects or failures have been remedied or resolved to the satisfaction of the Client, in which connection it is assumed that the Traction power components once again comply with the agreed requirements as set out in Article 27.1 up to and including 27.5 and as may have been changed thereafter.

Leniency

- 34.15 After the guarantee periods referred to in this Article and for all cases that are not covered by the special guarantee, the Client and the Supplier will conduct reasonable consultations for those cases that clearly involve a service life that is too short, excessive wear and tear, and other special cases, in order to find a solution that is satisfactory to both Parties. In the event remedial measures have to be implemented which are part of leniency according to the Client, the Supplier will assess this in a fair and reasonable manner and act accordingly.

Costs of guarantee activities and (consequential) damage

- 34.16 Pursuant to the guarantees referred to in this Article, the Supplier is obliged to bear the costs that arise from and/or that are related to the performance of guarantee and related activities, which includes but is not limited to the costs of the investigation into as well as the analysis and remedy of faults, defects or failures, materials and wage costs, that arise or have arisen as a result of assembly or disassembly of parts, including parts delivered by subcontractors, and transport costs related to the possible transport of the Traction power components and/or parts to the repair address unless the work is demonstrably not covered by the guarantees and are not attributable to the Supplier.
- 34.17 In the event technical consequential damage arises as a result of a defect or defective part covered by the guarantee, such consequential damage will be reimbursed in full by the Supplier, unless the consequential damage was caused demonstrably in whole or in part by inexpert or seriously culpable conduct on the part of the Supplier's employees. Consequential damage is limited to those damages that comply with the descriptions in article 14 paragraph 1 and paragraph 3 and the liability for this is limited to the amounts as included in article 14 paragraph 3 of this Framework Agreement. Direct technical consequential damage is defined

as damage to the Traction power components or one or more parts thereof that is the direct consequence of the identified defect or defect in the Traction power components or parts covered by the guarantee insofar as causality has been demonstrated between the defect and the consequential damage.

- 34.18 If and as soon as the performance of guarantee activities, following notification by the Client, take more than two (2) working days longer than the flat rate flat rate time as included in the PoR that applies for the remedy of the defect in question as a result of faults, defects or failures covered by a guarantee provision, which means that the Traction power components are no longer available for the purpose of operation, the Supplier will reimburse all excess Days of Unavailability to the Client against an amount of one thousand euros (€ 750,-) per day.

Article 35 Quality

- 35.1 The Supplier arranges and is responsible for the performance of quality checks during the production and construction of the Traction power components in order to ensure that the Traction power components will ultimately satisfy the requirements included in this Framework Agreement. The quality checks performed by the Supplier may be attended by one or more persons to be designated by the Client. The inspections and checks required for this purpose are laid down in consultation with the Client.
The (random) inspections and checks carried out by the client itself will be scheduled in an accurate and timely manner and in consultation with the Supplier so that the production process is not disturbed.
- 35.2 The Supplier will make the facilities available to persons referred to in Article 35.1 free of charge and in consultation with the Client for the purpose of being able to carry out inspections and verifications.
- 35.3 The Supplier guarantees that all employees involved in the performance of the Delivery will comply with general professional standards, as well as the requirements imposed in relation to specific knowledge pertaining to the Delivery.
- 35.4 Verifications or inspections by the Client as referred to in this Article and otherwise do not prejudice any Acceptance in the future and do not result in any changes to the responsibility and obligations of the Supplier.

Article 36 Risk, transfer of ownership

- 36.1 The economic risk to the relevant object passes to the Client immediately after Acceptance and delivery of each of the objects of the Delivery, including but not limited to the Traction power components and Provision of part, but never before this moment. **The risk of loss, damage or destruction of the goods to be delivered by the Supplier is for the Client from the moment those goods are delivered in accordance with the article on delivery in this agreement.**
- 36.2 Ownership of the object in question will pass to the Client immediately after Acceptance of the Traction power components and parts, including the related documentation and special tools.
- 36.3 The Supplier hereby declares and guarantees that each object of the Delivery will be sold to the Client and that the ownership of each object of the Delivery will be transferred to the Client upon its Acceptance, without the object in question being encumbered with any rights of security, reservation of ownership, rights of retention or attachments and without the object

concerned being encumbered with rights for the benefit of the Supplier or for the benefit of third parties in any way.

Article 37 Prices delivery Traction power components

37.1 The agreed prices for the Traction Power Components are fixed up to and including July 1, 2022. The prices for subsequent calendar years are indexed twice a year, always on January 1 and July 1. Indexation takes place on the basis of the following price indices:

- Quotation of parts for electrical distribution or switchgear equipment according to the German Federal Statistical Office ("Statistisches Bundesamt") with a weighting factor of 15%
- The valid monthly published price (average settlement prices in EUR) for copper according to the German Federal Statistical Office ("Statistisches Bundesamt") with a weighting factor of 25%
- The valid monthly published price (average settlement prices in EUR) for aluminum according to the German Federal Statistical Office ("Statistisches Bundesamt") with a weighting factor of 10%
- Quotation of cold rolled steel according to the German Federal Statistical Office ("Statistisches Bundesamt") with a weighting factor of 30%
- Wage costs: consumer price index ("CPI index") Consumer prices price index 2015=100 of the CBS (the Dutch Bureau of Statistics with a weighting factor of 20%

The monthly figure of the month before the date of the price adjustment is used in each case, whereby the monthly figure of the month prior to the entry into force of the Agreement is set at 100%. The Supplier submits a price adjustment proposal that is approved by the Client. The current rates are always recorded in an updated version of Annex XVI.

37.2 Settlement of price increases and price decreases is possible under the following conditions for further orders and is further agreed between the Supplier and the Client before the order is placed. Settlement of price increases and price decreases only takes place if there is a deviation of more than 5% up or down from the prices as agreed in paragraph 1 of this article. The supplier makes a substantiated proposal for settlement of more or less prices via the quotation to be made for a further order. Acceptance of the higher or lower prices takes place through the commissioning of a further order by the Client.

37.3 The prices agreed for the assembly or installation activities with respect to the Traction power components such as FAT and SAT costs and commissioning costs are fixed up to and including 31 December 2022. The prices for subsequent calendar years are adjusted annually at the latest on 31 December of the preceding calendar year in accordance with the consumer price index ("CPI") **Consumer price index 2015=100** published by Statistics Netherlands (CBS). The monthly figure of the third month before the date of the price adjustment is used for this purpose in which connection the monthly figure for the month preceding the effective date of the Agreement is set at 100%. The Supplier submits a proposal for price adjustment that will be approved by the Client. Current rates are always laid down in updated versions of appendix XVI.

37.4 If there is a change in legislation, regulations and standards by or on behalf of a government agency, the Supplier is entitled to adjust the prices and delivery times. The Supplier shall submit a price adjustment proposal with a reference to the relevant amended legislation, regulations and standards by or on behalf of a government agency, which shall be approved by the Client. The current rates are always recorded in an updated version of Annex XVI.

Article 38 Invoicing and payment

- 38.1 The price of the Delivery owed by the Client will be paid following the signing of the Acceptance Protocol pertaining to the Traction power components and the subsequent transfer of ownership as referred to in Article 36.2.
- 38.2 Payment as referred to in Article 38.1 only takes place after an invoice drawn up and approved by the Client indicating the information communicated in advance by the Client has been received at the invoice referred to in Article 10.1.
Every invoice must be accompanied by a copy of the signed Acceptance Protocol in question.
- 38.3 The invoice must also be accompanied by a guarantee in accordance with Article 39.2.

Article 39 Security

- 39.1 The Supplier's ultimate parent company is fully responsible and liable for correct and timely compliance with the obligations arising from this Framework Agreement on the part of the Supplier. The Supplier will ensure that the ultimate parent company will issue a parent company guarantee in accordance with appendix V before this Framework Agreement is signed. If the parent company that issued the parent company guarantee as referred to in the previous sentence is no longer the Supplier's ultimate parent company, the provisions of the previous sentence will apply mutatis mutandis to the company that is/will become the Supplier's new ultimate parent company.
The parent company in question will then issue a new parent company guarantee in accordance with appendix V within thirty (30) days after it has become the Supplier's new ultimate parent company. The Client will release the original parent company guarantee following receipt of this new parent company guarantee. The Supplier arranges and is responsible for compliance with the provisions of this paragraph.
- 39.2 As regards damage the Client sustains in the event the Supplier fails to comply with one or more of its guarantee obligations under this Framework Agreement after having received multiple written demands from the Client and a reasonable period of time has been given to remedy the shortcoming, the Supplier will be obliged to provide a bank guarantee amounting to 5% of the total contract price of the Delivery as included in the Further Agreement for each Framework Agreement concerning a Delivery for the benefit of the Client during the period that commences on the date of Acceptance of the Traction power components and that ends after the general guarantee period referred to in Article 34 has ended. The bank guarantee must have been issued by a European bank or European insurer accepted in writing by the Client, which has at least one (1) branch in the Netherlands where the Client may obtain payment of the bank guarantee, and which has at least an Aa3 rating from Moody's. In the event the rating of the bank or the insurer drops below an Aa3 rating with stable outlook from Moody's, the Supplier will be obliged to offer the Client a new bank guarantee in accordance with the above provisions. The Client will release the bank guarantee that was provided initially following approval of such a bank guarantee. The Supplier will provide the Client with a new bank guarantee in accordance with the provisions of this paragraph within a period of thirty (30) days after the rating of the bank or the insurer that provided the original bank guarantee dropped below an Aa3 rating with stable outlook from Moody's.
- 39.3 If the Supplier is unable to provide the Client with a new bank guarantee within the above-mentioned period of thirty (30) days, the Client will have the right without expiry of any period to demand payment of the maximum amount covered under the original bank guarantee on the basis of the original bank guarantee.

- 39.4 The Client will release the bank guarantee provided by the Supplier referred to in Article 39.2 within at most thirty (30) days after the general guarantee period referred to in Article 28 concerning the Traction power components of the Delivery has ended, provided all guarantee obligations have been complied with properly at that time as agreed.

Article 40 Changes

- 40.1 The Client has the right to demand that changes are made to the Schedule of Requirements, the Implementation Design, the design or the construction.
- 40.2 The Supplier has the right to propose changes to the Client as it sees fit, without the Client being obliged in any way to accept or implement such proposed changes.
- 40.3 The Supplier will submit a written quotation including all consequences of the proposed change(s) for among other things the price, the contents of appendix XI (Detailed planning), any conflict with applicable legislation and regulations and all other relevant factors, within a period of five (5) working days or at least as soon as reasonably possible after the Client submitted a request for a change or immediately after the Supplier itself proposed one or more changes.
- The Supplier is obliged to provide the Client with detailed information concerning the structure and calculation of the price adjustment, which includes the original Framework Agreement and the desired situation after the change.
- 40.4 Following receipt of the quotation referred to in Article 40.3, the Client will decide within 30 days whether a change requested by it or proposed by the Supplier can/should be implemented. The Supplier is obliged to accept and implement those changes unless this would be in contravention of applicable legislation and regulations.
- 40.5 Any offer and any quotation made by the Supplier is considered to be an irrevocable offer during the period the offer concerned or the quotation concerned is valid.
- 40.6 The Client will not reimburse the costs incurred by the Supplier in connection with the formulation and submission of the quotation.
- 40.7 In the event the Supplier performs or prepares activities within the context of a proposed change before the Client has received the quotation referred to in Article 40.3 and has made a decision on the basis thereof, such performance or preparation will be for the Supplier's own account and risk.

CHAPTER 3 - PROVISIONS WITH RESPECT TO MAINTENANCE AND TRAINING

Article 41 Obligations of the Supplier

- 41.1 The Supplier supports the Client on an on-call basis in the Training of the Client's employees and in Preventative Maintenance and Corrective Maintenance (service and repairs) of the Traction power components entirely in accordance with the relevant provisions of the Framework Agreement.
- 41.2 If it becomes clear during the performance of the maintenance activities that requirements, designs, specifications, parts, materials and/or activities were forgotten in the data that form the basis thereof, which are reasonably necessary for a whole that operates properly according to current knowledge and the state of the art, and if and insofar as this is attributable to the Supplier the Supplier will include these without being entitled to additional compensation.
- 41.3 The conditions of the Framework Agreement must be declared applicable to all agreements concluded between the Supplier and subcontractors, insofar as these subcontractors carry out maintenance work on the Traction power installations and/or the Traction power components.
- 41.4 The manner in which the maintenance work is carried out must be such that this causes no hinder or nuisance to the Client. If hinder or nuisance could arise, the Supplier must implement measures in consultation with the Client in order to prevent this hinder or nuisance or to limit as much as possible.

Article 42 The Client's obligations

- 42.1 The Client will grant the employees of the Supplier and its subcontractors access to the location(s) that come under the scope of application of the Framework Agreement in accordance with the procedure set out in the Implementation Description (Schedule I).

Article 43 Availability and penalty

- 43.1 Breakdowns in the traction power components that cannot be solved by the Client itself (Error maintenance) and which are also of such a nature that they disrupt the operation of the Client, such at the discretion of the Client, must be functional within 2 hours (including arrival time) after the first notification from the Client. be repaired by the Supplier.
- 43.2 Breakdowns in the Traction power components that cannot be resolved by the Client itself (Error maintenance) and, moreover, are such in nature that they threaten to disturb the Client's timetable, which will be assessed by the Client, must be resolved by the Supplier within 4 hours, including arrival time, after the Client's initial report.

- 43.3 In the event the recovery period referred to in Article 43.1 and 43.2 is exceeded for reasons attributable to the Supplier or for reasons that are within the Supplier's control, the Client reserves the right to impose a penalty of €1.000,- in connection with this period being exceeded and for each day the breakdown continues and the Traction power components do not operate as a result thereof. The Supplier is not liable for the damage suffered by the Client, **if and insofar as the delay is wholly caused by or attributable to the Client**. The Supplier is also not liable for damage suffered by the Client if the delay is caused by force majeure. The fixed delay compensation in this article is the exclusive remedy for damage suffered by the Client as a result of the delayed delivery and the payment thereof by the Supplier constitutes the full and final settlement of the damage suffered by the Client as a result of the delay.

Article 44 Employees, working conditions, safety

- 44.1 The Supplier will deploy competent and reliable employees for the performance of the maintenance, who have the necessary professional knowledge and who have command of spoken and written Dutch.
- 44.2 The Supplier must provide its employees with an identity document issued by it that shows that the person concerned works for or on behalf of the Supplier in addition to the identity of the person concerned.
- 44.3 All employees to be deployed by the Supplier in the performance of this contract who work in or around rectifier stations and metro or tram tracks must hold a valid Digital Personal Safety Logbook Metro. In the event the Supplier's employees to be deployed do not or do not yet hold a valid Digital Personal Safety Logbook Metro and in this connection have successfully completed at least the VTOM (Safety and Access to the Metro Track) and Metro Safety Awareness training, the Supplier will be obliged to ensure that the employees hold a Digital Personal Safety Logbook Metro and in this connection complete at least the VTOM (Safety and Access to the Metro Track) and Metro Safety Awareness training successfully, before the start of the activities.
- 44.4 The Supplier can only have third parties perform activities after it has obtained the Client's written approval, such without prejudice to the Supplier's full responsibility for performance of the Framework Agreement. In the event the Supplier engages third parties for the performance of activities charged to it, it will ensure that these third parties will comply with the obligations set out in the Framework Agreement and it will indemnify the Client against all damage the Client may sustain as a result of a failure on the part of these third parties to comply with their obligations. This provision does not apply to transfers to entities within the Supplier's group company.
- 44.5 The Supplier is responsible for safety during the performance of maintenance at the Client's locations and is obliged to implement all necessary measures to protect its employees, employees of the Client and third parties, its property, the property of the Client and of third parties against injury, accidents and material damage.

Article 45 Training courses

- 45.1 The Supplier arranges on behalf of the Client for the Training courses for the Client's employees in accordance with the Schedule of Requirements (Schedule XIII) and the Supplier's Tender (Schedule XV).

- 45.2 The Client has the right to disseminate and reproduce the Documentation relating to the Training for its own use within the context of educational purposes. Client may not make copies of such information or disclose such information to any third party without the prior written consent of Supplier.

Article 46 Materials, Diagnostics Equipment en Special Tools

- 46.1 The Supplier provides the Client with the agreed Diagnostics Equipment and the Special Tools in accordance with the Schedule of Requirements.
- 46.2 The Supplier will provide timely software “updates” for the Diagnostics Equipment until the end of the service life of the Traction power components, but in any case in accordance with the terms as indicated in article 28 paragraph 6. In the event new diagnostics equipment becomes available during the period of use referred to in the first sentence and the old Diagnostics Equipment is therefore no longer supported by the Supplier, the Supplier will make the new diagnostics equipment available to the Client if necessary together with the adjusted Documentation.
- 46.3 By signing this Framework Agreement, the Supplier grants the Client and the Client hereby accepts free of charge a non-exclusive, irrevocable, transferable, perpetual and royalty-free right of use, which enables the Client to use the Diagnostics Equipment in the manner and for the purposes set out in the the Schedule of Requirements.
- 46.4 The Supplier provides support in the resolution of problems involving Diagnostics Equipment that does not operate or does not operate soundly. If the Diagnostics Equipment cannot be used for more than 1 week (7 calendar days) as a result of faults or defects if and insofar as this is attributable to the Supplier, the Supplier will arrange for replacement Diagnostics Equipment free of charge. In the event the faults or defects are demonstrably attributable to the Client, the Supplier will have the right to charge costs in line with the market to the Client for the replacement Diagnostics Equipment. The Supplier will make new Diagnostics Equipment available if defective Diagnostics Equipment cannot be repaired. The related costs are borne by the Supplier if and insofar as this is attributable to the Supplier, and unless the defects are demonstrably attributable to incorrect use, wilful damage and/or damage caused by the Client.
- 46.5 The Supplier delivers the Diagnostics Equipment and the Special Tools at the latest upon acceptance of the Traction power components to be delivered via the first Further Agreement. The procedure in accordance with Articles 33.16 up to and including 33.22 applies in full to the acceptance of the Diagnostics Equipment and the Special Tools.
- 46.6 In the event the Client makes materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software available to the Supplier for the purpose of compliance with its obligations, or for the purpose of being used in the performance of the work, these will remain the property of the Client. The Supplier will keep these separate from objects that belong to it or to third parties.
- 46.7 The Client has the right to inspect and test all materials and equipment to be used by the Supplier in the performance of the Framework Agreement. Inspections are announced by the Client at least three working days before the start of the execution. If inspections lead to rejections and re-inspections, the costs for the re-inspection will be borne by the party responsible for the previous rejection or missing an inspection.

Article 47 Consultation and reporting

47.1 The Supplier must have submitted a maintenance plan for the performance of the maintenance work set out in appendix XIII to the Client for approval before the implementation of the Framework Agreement. The Client will approve the maintenance plan within 30 days or indicate in writing to the Supplier which parts of the maintenance plan require adjustment. The maintenance plan must be formatted in such a manner that it can be determined which fixed activities and performances have to be carried out according to appendix XIII and at what times they will be carried out. The Supplier must not make corrections to the maintenance plan until after it has consulted with and has obtained the approval of the Client.

In addition to regular consultations, the Supplier must be willing to conduct the necessary meetings with the Client and with any other party or parties involved or to be involved in the maintenance, at the Client's first request.

47.2 The Supplier is obliged to report to the Client as soon as possible concerning incidents that have occurred during the performance of the activities.

Article 48 Maintenance and Training fee

48.1 The Supplier's rates for Training the Client's employees and service and maintenance of the Traction power components are laid down in appendix XVI.

48.2 The prices agreed for service and maintenance of the Traction power components are fixed up to and including 31 December 2022. The prices for subsequent calendar years are adjusted annually at the latest on 31 December of the preceding calendar year in accordance with the consumer price index ("CPI") **Consumer price index 2015=100** published by Statistics Netherlands (CBS). The monthly figure of the third month before the date of the price adjustment is used for this purpose in which connection the monthly figure for the month preceding the effective date of the Agreement is set at 100%. The Supplier submits a proposal for price adjustment that will be approved by the Client. The current rates are each time laid in an updated version of appendix XVI.

48.3 Changes to the scope of the maintenance activities to be laid down between the Parties must be agreed in writing in advance. The Parties will apply the prices and rates included in this Article as the starting point concerning the price to be agreed in advance.

Article 49 Changes in to the maintenance

49.1 The Client has the right at all times to change the scope of the maintenance. The Supplier is required to cooperate therein. The provisions of Article 47 apply accordingly, on the understanding that in the event the activities do not go ahead the Client will not owe compensation in connection with losses sustained or lost profit.

49.2 In the event the Client wishes to instruct permanent changes concerning the original activities to be performed within the context of this Agreement, it will consult about this with the Supplier at least 1 month in advance.

Article 50 Invoicing and payment

50.1 The Supplier will send a monthly invoice for the activities performed pursuant to the Agreement during the past month. The invoice will be drawn up in proportion to the fixed fee

referred to in Article 48 and the aforementioned rates. The invoice must be specified into the following components: man hours, cost of materials and additional costs. Unspecified invoices will not be paid.

50.2 Payment by the Client does not constitute acceptance of activities performed or to be performed by the Supplier.

Agreed on the later of the two dates mentioned below and signed in duplicate,

Amsterdam, [date]

[Place], [date]

Client

Supplier

On whose behalf,

On whose behalf,

C.J.G. Zuiderwijk
general manager GVB Infra B.V.

Name
Company name Position

and

Client

On whose behalf,

M.C.J.M. Lohmeijer
operational director GVB Infra B.V.

IN EVIDENCE OF APPROVAL:

The Municipality of Amsterdam RVE Metro en Tram
On whose behalf,

T. van Bakkum
General manager of the Metro and Tram department of the Municipality of Amsterdam

IN EVIDENCE OF APPROVAL:

Vervoersregio Amsterdam
On whose behalf,

Enter name

Enter position Vervoersregio Amsterdam

Schedule(s)

Appendix I	Further Agreement
Appendix II	Template Implementation Design for Further Agreement
Appendix III	Template Detailed planning for the Further Agreement
Appendix IV	Template Test Plan
Appendix V	Acceptance Protocol
Appendix VI	Acceptance Protocol overall acceptance
Appendix VII	Bank guarantee for Further Agreement
Appendix VIII	Summaries of Additional Information and Changes, in which connection later versions prevail over earlier versions
Appendix IX	Tendering Guidelines this Framework Agreement
Appendix XI	GVB General Purchase Conditions
Appendix XII	Service Level Agreement (SLA)
Appendix XIII	Schedule of Requirements
Appendix XIV	Parent company guarantee
Appendix XV	The Supplier's Tender
Appendix XVI	Price sheet included with the Tender