



Bilag 9 – Beskrivelse af vedligeholdelsesmæssig stand på leveringstidspunktet

Beskrivelsen i Schedule 3 og Schedule 7 fra lease aftale med AT er gældende for både de 12 togsæt leveret af Alpha Trains Luxembourg S.á.r.l og for de 4 togsæt leveret af Siemens Aktiengesellschaft.

Dog er punkt A.1 i Schedule 3 ikke relevant, da der ikke er mulighed for at afholde Initial Inspection.

Vedrørende punkt B.1 i Schedule 3: Bremseproducenten Knorr-Bremse har oplyst DSB, at visse reparable komponenter, der indgår i togsættenes bremsesystem, er udgået af produktion. Knorr-Bremse har samtidig oplyst, at et nyt bremsesystem er udviklet og for tiden afventer at opnå relevante myndighedsgodkendelser.

SCHEDULE 3

RETURN CONDITIONS

Save for Minor Defects, each Train shall comply with the following requirements as at the Redelivery Date for each Train.

A Main Principles

1. Performance Regime and Specification

The Lessee shall give the Lessor full access to the performance history of the Trains prior to their Redelivery Date, and shall rectify no later than the Redelivery Date any faults notified by the Lessor by reference to the Initial Inspection and to the Final Inspection. Each Train shall be in a condition so as to comply as a minimum with the Specification.

2. General Condition

Each Train shall be in the same condition as at the time of issue of a Take Over Certificate or Qualified Take Over Certificate for the relevant Train, subject to fair wear and tear, the provisions of paragraph 3 (Maintenance Programme) and paragraph 4 (Defect rectification) below and any Minor Defects.

3. Maintenance Programme

All maintenance overhaul and repair work (and related examinations and inspections) which the Manuals contemplate as being carried out to a Train prior to its Redelivery Date shall have been completed, and no such work or examinations or inspections shall have been deferred.

4. Defect Rectification

All Defect rectification work (and related examinations and inspections) in respect of Defects which arise prior to the Redelivery Date shall have been completed, and no such work or examinations or inspections shall have been deferred.

5. Modifications

Mandatory Modifications: All Mandatory Modifications which the Lessee has agreed to perform under the Lease shall have been completed or, if the programme of work agreed by Lessor with the Lessee in respect thereof extends beyond the scheduled Redelivery Date, such programme of work shall have been put in place. All Spares used to implement Mandatory Modifications must be in a condition suitable to implement such Mandatory Modification.

Other modifications or variations: All agreed technical modifications shall have been completed or, if the programme of work extends beyond the scheduled Redelivery Date, a programme for completion shall have been agreed by the Lessor.

6. No liens

Each Train or Spare owned by the Lessor shall be returned free and clear of all liens and Security Interest which are created by the Lessee's acts or omissions or by any creditor of the Lessee.

B Specific equipment

1. Running gear, traction, braking

Train running gear, traction equipment and braking equipment shall be in a functional condition and in compliance with the Manuals. The useful life of each such item of equipment will reflect its position in the maintenance cycle for the Trains in the documentation and Manuals.

2. Exteriors

The Trains shall exhibit no significant damage to paint finishes or to the body structure. Paint finishes in respect of colour and gloss levels shall be appropriate to the life of the coating.

3. Body repairs

All Train repairs shall have been undertaken to the appropriate structural and coatings standards and in accordance with the manufacturers' recommendations.

4. Windows

Bodyside windows shall be free from any scratches or chips which exceed the maintenance standards excluding minor scratches and chips.

5. Interiors

Train interior fittings, surfaces and coverings shall be in a clean condition and clear of defects and damage. The condition of the interior shall reflect the age of the Train interior in terms of wear and the position of the Train in the "heavy clean" cycle; but in any event none of the soft furnishings shall be torn or slashed.

6. System and Services

All systems and services, including interior lighting, air conditioning and passenger information systems, shall be functional in accordance with the Specification.

7. Removable assemblies

Removable assemblies such as seats, seat cushions and tables shall be robustly mounted in the correct position with no defects in the securing mechanism.

8. Toilets

All toilets shall be fully operational, clean and free from leaks.

9. Fluid Levels

All fluid levels (other than fuel and potable water) shall be fully charged with appropriate fluids.

10. Graffiti

The Trains shall be clear of graffiti (including Dutch graffiti).

11. Sanding equipment

All sanding equipment shall be provided operational and fully charged.

12. Lights

All lamps and tubes shall be functional and each Train shall be fitted with the same colour and tone of lamps and tubes.

13. Corrosion

The Trains shall be substantially free from corrosion and will be adequately treated against corrosion and any corrosion prevention programme specified in the Manuals will be in operation. There shall be no ingress of water into the bodyshell when all the doors and windows are closed.

C Supporting information

The following information shall be provided to the Lessor on the Redelivery Date:

1. Configuration

The configuration of each Train in terms of serial numbers and major system and component serial numbers shall be documented. The information shall include the modification level of major systems and equipment.

2. Overhaul work

Documentary evidence shall be provided that all overhaul work has been undertaken and completed to programme or, if any Train is undergoing overhaul on the Redelivery Date, documentary evidence as to progress of the overhaul and the repairs identified.

3. Documentation

- (a) All relevant documentation, including current and as built configuration including modification levels.
- (b) Maintenance records, including work that has been undertaken, scheduled and unscheduled.
- (c) Records of recent faults, including repeat faults and 'no fault founds' (in the preceding three months).

- (d) Records of modification status list for each Train, together with known outstanding programmes not completed.
- (e) Records of major incidents, failures, collisions and derailments incurred by individual Train or unit since the Lease Commencement Date.

D Spares

The Lessee shall ensure that any Spare which should have been fitted to a Train but is not fitted to that Train on the Redelivery Date complies with the requirements of the Return Conditions.

SCHEDULE 7

MINOR DEFECTS

The following items shall be Minor Defects for the purpose of the redelivery of each Train under this Lease:

- (a) Exterior Paint Damage less than 10 square millimetres;
- (b) Torn or scuffed floor coverings in the saloon;
- (c) Torn or stained seat covering material (tears less than 1 cm in length and stains less than 10 square millimetres);
- (d) Interior panel damage, scuffing or staining with a surface area of less than 10 square millimetres; and
- (e) Less than 2 defective lamps or fluorescent tubes in any vehicle saloon.