

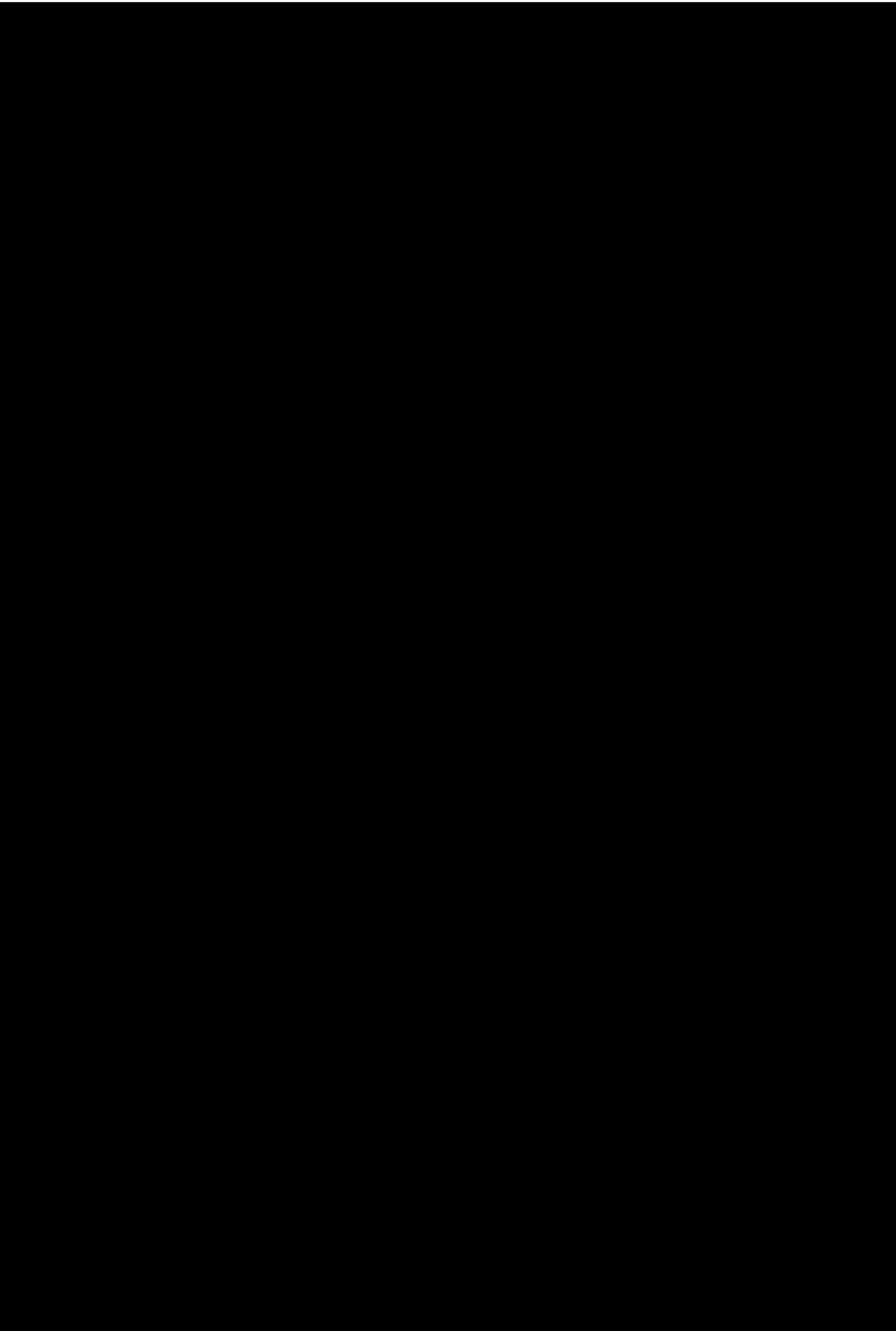
PART D: FORM OF QUALIFIED ACCEPTANCE FOR SERVICE CERTIFICATE

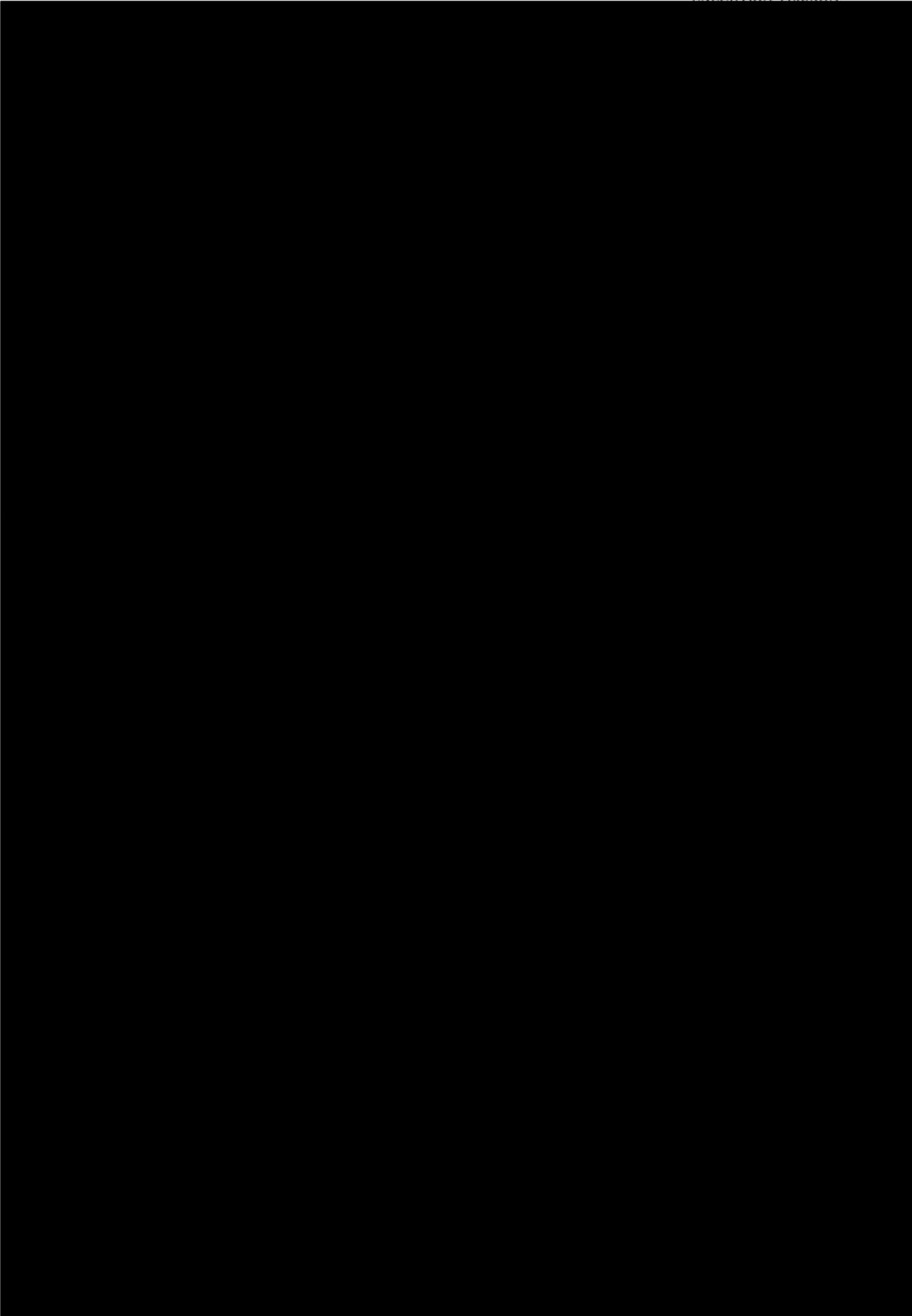
QUALIFIED ACCEPTANCE FOR SERVICE CERTIFICATE		
QUALIFIED ACCEPTANCE FOR SERVICE CERTIFICATE	AfS No.	
In accordance with Clause 12.6 (<i>Qualified Acceptance for Service</i>) I hereby certify: <ul style="list-style-type: none"> • The Plant and Machinery to which this certificate relates can be operated safely and in accordance with all Applicable Laws and the terms of all Relevant Consents • That the following Acceptance for Service Criteria have not been satisfied: 		
Acceptance for Service Criterion as Clause 12.7.1	Reason(s) not met	
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(H)		
(I)		
Actual completion was Day Month Year		
In accordance with clause 12.8 (Qualified Acceptance for Service) the Manufacturer shall satisfy the following conditions and complete the following tasks:		
	Condition to be satisfied / task to be performed	Timetable for completion
1		
2		
3		
4		
5		
6		
7		
All the above must be complete on or before [date on which Fleet Acceptance is scheduled to occur pursuant to the Contract Programme]		
Signed _____ Purchaser Representative Date _____		
Purchaser _____ Manufacturer _____ Purchaser Representative _____		
ACCEPTANCE FOR SERVICE CERTIFICATE, FOLLOWING QASC	AfS No.	
In accordance with clause 12.7 (Qualified Acceptance for Service) of the above contract I hereby certify that following conditions have been satisfied / tasks have been performed:		

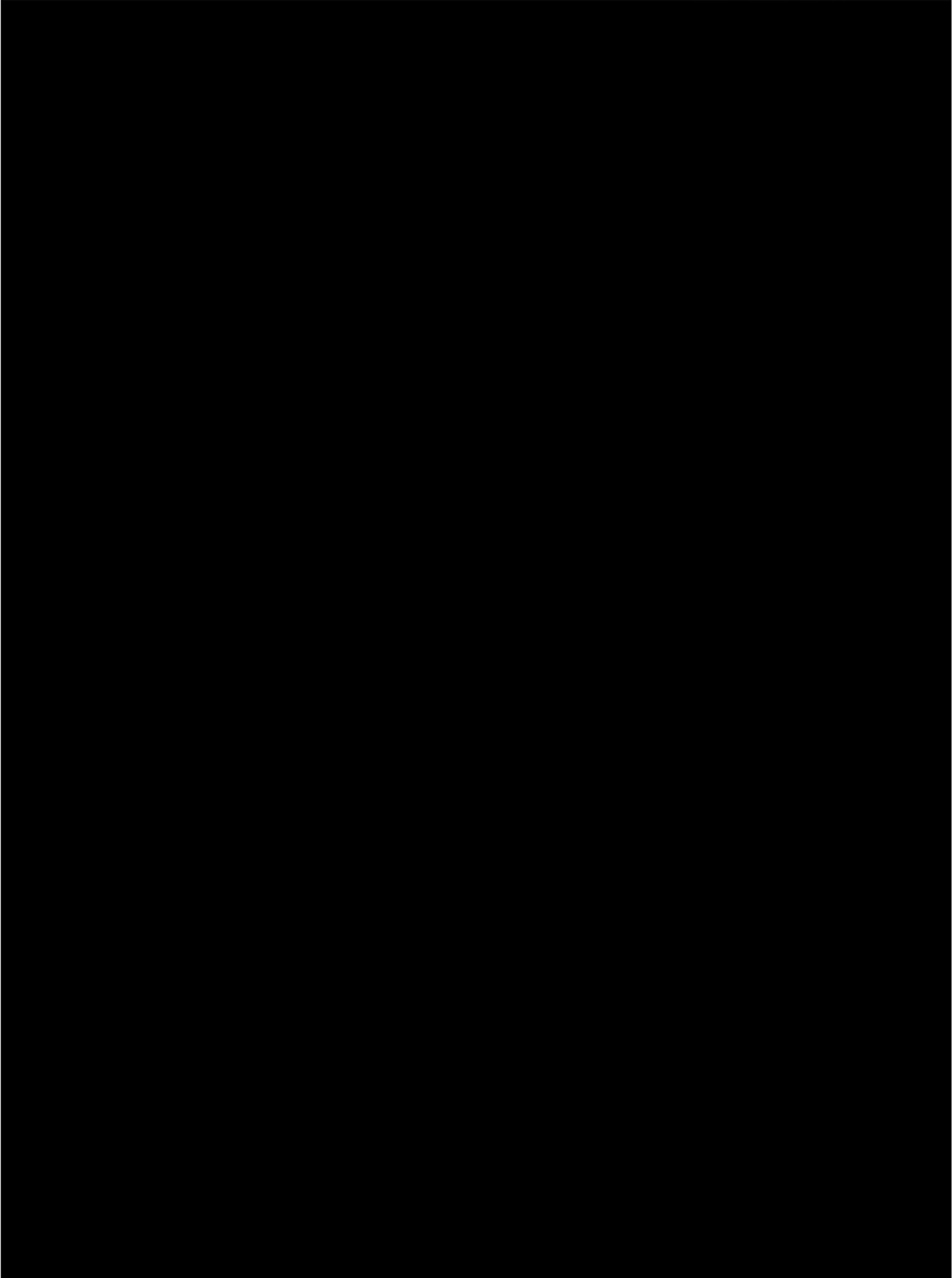
Acceptance for Service was achieved on			Day	Month	Year
Signed _____	Purchaser Representative	Date _____			

PART E: FORM OF FLEET ACCEPTANCE CERTIFICATE

Purchaser	
Manufacturer	
Purchaser Representative	
FLEET ACCEPTANCE CERTIFICATE	
In accordance with Clause 12.8 (<i>Fleet Acceptance</i>) of the above contract we hereby certify that the Fleet Acceptance Criteria have been satisfied.	
SCHEDULE [Train No. to which this certificate applies]	
Planned completion was	Day Month Year
Signed _____	For the Manufacturer Date _____
Signed _____	Purchaser Representative Date _____







SCHEDULE 8: STORAGE**PART A: STORAGE REQUIREMENTS**

The Manufacturer is required to provide Storage for the Replacement Systems in accordance with this Agreement.

1. GENERAL STORAGE CONDITION REQUIREMENTS

1.1 The Manufacturer shall ensure that the facility used for Storage of the Replacement Systems shall as a minimum:

- 1.1.1 store the Replacement Systems in a permanent weather proof building;
- 1.1.2 be safe, secure and be covered by the Required Insurances;
- 1.1.3 be located within 100 miles of central London in mainland United Kingdom;
- 1.1.4 be large enough to meet the requirements of the Contract Programme in accordance with Clause 8 and Schedule 2 (*Contract Programme*) of the Agreement; and
- 1.1.5 be available for use prior to the Contractual Date for delivery of the first Train's worth of Replacement Systems into Storage (as set out in the Contract Programme).

2. STORAGE DETAILS**2.1 Storage location**

The Storage facility shall be located at the following address:

Access House 1

Nestles Avenue

Hayes UB3 4UZ

United Kingdom

Telephone: 0203 553 6720

2.2 Ownership details of the Storage facility

The Storage facility is owned by DHL Access Self Storage.

2.3 Security arrangements

2.3.1 The Storage facility has the following security arrangements in place:

- (A) a gated and fenced perimeter;
- (B) extended hours PIN coded access (this is not 24 hour access); and
- (C) secure vehicle parking.

2.4 Access details

2.4.1 The access details for the Storage facility are as follows:

- (A) the Storage facility is outside of the congestion charging zone;
- (B) the Storage facility has the following services and amenities available:
 - (i) large vehicle access;
 - (ii) free use of pallet trucks;
 - (iii) a receipt and dispatch facility;
 - (iv) forklifting service;
 - (v) flexible office space;
 - (vi) mailboxes;
 - (vii) shelving;
 - (viii) telephone answering service.

2.5 Insurance

The Manufacturer confirms that it has put insurance arrangements in place for the period that the Replacement Systems and other items of Goods are in Storage in compliance with Schedule 9 of this Agreement.

2.6 Environmental conditions and handling of the Replacement Systems

2.6.1 The Storage facility has normal office conditions that are suitable for storing all Replacement Systems and other items of Goods. The conditions of the Storage facility are compliant with EN 50155.

2.6.2 The Storage Instructions are set out in the General Packing and Delivery Instructions.

2.6.3 Stacking of the Replacement Systems on cardboard pallets is permitted (depending on air freight requirements).

2.6.4 No special tools or equipment are required in order to put the Replacement Systems into Storage or remove the Replacement Systems from Storage. Pallet trucks and a forklifting service are available if required.

2.6.5 Van and lorries may access the Storage facility.

2.7 Extended Storage Option

The cost of exercising an Extended Storage Option for each Train's worth of Replacement Systems and any quantities of Spares is £1500.00 per month.

2.8 Space

The Manufacturer has reserved space in the Storage facility for up to ten (10) Trains' worth of Replacement Systems. The Manufacturer shall secure additional Storage space for additional Replacement Systems if required by the Purchaser.

2.9 Other

There are no maintenance requirements for the Replacement Systems while the Replacement Systems are in Storage.

Appendix 1: General Packing and Delivery Instructions

PART B

TRANSPORTATION INSTRUCTIONS

This Part B details the procedural and technical requirements for handover, transit and delivery of the Replacement Systems, Two-Car Units and all Trains (including the First Train).

1. DEFINITIONS

1.1 In this Schedule 8 Part B the following terms shall have the meanings set out below:

“National Rail Network” means the stations and depots (wherever situated) assets, systems, track, and other buildings which are operated by Network Rail Infrastructure Limited a company incorporated under the laws of England and Wales (registered number 2904587), whose registered office is at 1 Eversholt Street, London, NW1 2DN and any successors to its functions or any relevant part thereof;

“Nominated Premises” shall have the meaning given to it in paragraph 2.2.1(B) of this Schedule 8 Part B;

“Safe Systems of Work” means the documented procedure resulting from examining a task in order to identify all hazards. It defines safe methods to ensure hazards are eliminated or risks minimised. In London Underground terminology, method statements, permits and risk assessments can all form part of **“Safe Systems of Work”**;

“Transit Trains” means all Two-Car Units, the First Train and all other Trains made available to the Manufacturer by the Purchaser pursuant to this Agreement; and

“Transit Train Redelivery Condition” shall have the meaning given to it in paragraph 2.2.3(E) of this Schedule 8 Part B.

2. TRANSPORTATION OF TRANSIT TRAINS

2.1 The Manufacturer shall not without the prior written consent of the Purchaser move the Transit Trains from the Alternative Location, other than for the sole purpose of transporting any of the Transit Trains onto the LUL Network.

2.2 The Parties acknowledge and agree to comply with the obligations set out in the table below in relation to the handover, transit and delivery of the Transit Trains to and from the Alternative Location (if required under this Agreement):

2.2.1 Handover and Condition Procedures**Description:**

- (A) Prior to the handover of any Transit Train from the Purchaser to the Manufacturer, the Purchaser and the Manufacturer, in accordance with the Purchaser's approved method statements and agreed handover procedure, shall carry out such handover tests and checks as the Purchaser considers necessary to identify the condition of any Transit Train, as more particularly set out below:
- (i) the Parties shall confirm that the Transit Train is free from Defects. If Defects are present, the Parties shall document such Defects and such Defects shall be excluded from the Transit Train Redelivery Condition;
 - (ii) if Defects are present on a Transit Train that in the Purchaser's opinion may prevent the Manufacturer making use of such Transit Train in order to (a) complete its Design as set out in Clause 6.6, or (b) conduct the Site Tests or First Train Tests, then such Transit Train will be made available to the Manufacturer subject to the Manufacturer permitting the Purchaser to access such Transit Train for the purpose of rectifying such Defects;
 - (iii) the Manufacturer shall submit a handover testing procedure to the Purchaser for the Purchaser to review and comment on as necessary. The Manufacturer shall then amend such handover testing procedure to address any such comments made by the Purchaser and resubmit the handover testing procedure for approval by the Purchaser. The Manufacturer shall ensure such approval is obtained prior to the Transit Trains leaving the LUL Network. Such procedure will cover both handover from the Purchaser to the Manufacturer and vice versa; and
 - (iv) the Purchaser shall provide the Manufacturer with a method statement setting out the actions taken by the Purchaser to enable the release of the Transit Train up until the handover of such Transit Train to the Manufacturer.
 - (v) The Manufacturer shall provide a method statement covering actions taken by the Manufacturer from the handover of the Transit Train to the Manufacturer until the return of such Transit Train to the Purchaser to enable such return.
- (B) The handover of the Transit Trains will take place at:
- (i) (in the circumstances described in Clause 6.6.3 of this Agreement) the Delivery Location; or
 - (ii) (in the circumstances described in Clause 12.3A.1(B) of this Agreement) the LUL Premises,
- (together, the "**Nominated Premises**").
- (C) The Manufacturer shall not delay, disrupt or otherwise adversely impact the Purchaser's day-to-day operations in any way.
- (D) The Manufacturer shall take account of and comply with the following constraints:
- (i) works at or within the Nominated Premises (under a possessions order);
 - (ii) availability of the Purchaser's trained staff for any works required;
 - (iii) restricted times for train movement within the Nominated Premises;
 - (iv) other site users.

- (E) The Manufacturer acknowledges that Transit Train movements on the LUL Network need to be coordinated well in advance and no later than 28 days prior to any handover to avoid clashes with any works or access constraints.

2.2.2 Transit Procedures

Description:

- (A) Subject to paragraph 2.1 above, the Parties agree that the Transit Trains may be transported between the Nominated Premises and the Alternative Location.
- (B) The Manufacturer shall provide to the Purchaser method statements specifying how Safe Systems of Work will be developed by the Manufacturer including proposed methodology, risk assessments and competence requirements in accordance with QUENSH and recognising any impact on the Purchaser, TfL or third parties. Such statements shall also provide assurance of how transportation of the Transit Trains will comply with Industry Standards, LU standards and Railway Group Standards and Applicable Laws and minimise any disruption to the LUL Network and the National Rail Network.
- (C) The Manufacturer shall ensure such method statements comply with all requirements set out in this Agreement and, Local Authority/Highways Agency/Local Police loading and transportation restrictions.

2.2.3 Delivery Procedures (loading/ unloading)

Description:

- (A) The Manufacturer shall:
- (i) collect the Transit Trains from; and
 - (ii) return the Transit Trains to,
the Nominated Premises.
- (B) The Manufacturer requires the Purchaser's approval of the chosen method of transport prior to final submission of the method statements described in paragraphs 2.2.1(v) and 2.2.2(B) above. The Manufacturer shall provide the Purchaser with all relevant details explaining how the Transit Train will be loaded and unloaded at the Nominated Premises.
- (C) Constraints:
- (i) the Manufacturer shall not delay, disrupt or otherwise adversely impact the Purchaser's day-to-day operations when loading and unloading the Transit Trains;
 - (ii) the Manufacturer shall take account of and comply with the following constraints:
 - i. works at or within the Nominated Premises (under a possessions order);
 - ii. availability of the Purchaser's trained staff for undertaking any necessary works;
 - iii. restricted times for train movement within the Nominated Premises; and
 - iv. other site users.

(D) The Manufacturer acknowledges that Transit Train movements on the LUL Network need to be coordinated well in advance (no later than 28 days prior to the handover) to avoid clashes with other works or access constraints.

(E) After unloading a Transit Train, the Manufacturer shall demonstrate that the Transit Train is:

- (i) free from Defects (with the exception of any Defects recorded by the Purchaser during the handover testing described in paragraph 2.2.1 above) and damage; and
- (ii) is fully functioning correctly and in a fit state for fault free running and testing to be carried out,

(the "**Transit Train Redelivery Condition**").

2.3 The Parties agree that any failure by the Manufacturer to comply with its obligations under this paragraph 2 shall constitute a material breach for the purposes of Clause 25.1 of this Agreement.

3. **TRANSPORTATION OF THE REPLACEMENT SYSTEMS**

3.1 **General**

3.1.1 Transportation of the Replacement Systems is divided into two (2) phases:

- (A) transportation from the Manufacturer's Works into Storage; and
- (B) transportation from Storage to the Delivery Location.

3.2 **Transportation from the Manufacturer's Works to the Storage facility**

3.2.1 The Manufacturer shall transport the Replacement Systems and other items of Goods from the Manufacturer's Works into Storage in compliance with the General Packing and Delivery Instructions.

3.2.2 When packing the Replacement Systems and other items of Goods for transportation into Storage, the Manufacturer shall only use its original packing materials and product specific enclosures. The Manufacturer shall pack the Replacement Systems and other items of Goods (or parts thereof) into EURO size cardboard pallets with water-proof protection (as required).

3.2.3 The Manufacturer shall use truck or air freight to transport the Replacement Systems and other items of Goods into Storage, depending on lead time requirements. The Purchaser shall not incur additional costs if air freight is used instead of truck freight. The Manufacturer shall only use well known and reputable freight companies that have been approved by the Purchaser in writing (such approval to not be unreasonably withheld or delayed).

3.2.4 All shipments shall be insured according to their actual value.

3.2.5 The Manufacturer shall provide the Purchaser with a delivery schedule as part of the Contract Programme that sets out:

- (A) the scheduled delivery dates for delivering the Replacement Systems into Storage; and
- (B) the quantity of Replacement Systems and other items of Goods that will be shipped on each scheduled delivery date.

- 3.2.6 When a package is received at the Storage facility, the Manufacturer's nominated personnel shall:
- (A) check the condition of the package;
 - (B) log the time of arrival into the Manufacturer's follow-up database;
 - (C) notify the Manufacturer and the Purchaser in writing that the shipment has been received; and
 - (D) file all shipping documents as required.

3.2.7 The Manufacturer's change management system shall be used to report any Defects that may occur during the transportation of the Replacement Systems and other items of Goods into Storage.

3.3 **Transportation from Storage to the Delivery Location**

3.3.1 The Manufacturer shall transport the Replacement Systems and other items of Goods from Storage to the Delivery Location in compliance with the General Packing and Delivery Instructions.

3.3.2 When packing the Replacement Systems and other items of Goods for transportation into Storage, the Manufacturer shall only use its original packing materials and product specific enclosures. The Manufacturer shall pack the Replacement Systems and other items of Goods (or parts thereof) into EURO size cardboard pallets with water-proof protection (as required).

3.3.3 The Manufacturer shall use a lorry or a van to transport the Replacement Systems and other items of Goods to the Delivery Location, depending on the size of the shipment. The Manufacturer shall agree the method of transportation with the Purchaser as soon as reasonably possible following the Commencement Date.

3.3.4 All shipments shall be insured according to their actual value.

3.3.5 The Manufacturer shall provide the Purchaser with a delivery schedule as part of the Contract Programme that sets out:

- (A) the scheduled delivery dates for delivering the Replacement Systems to the Delivery Location; and
- (B) the quantity of Replacement Systems and other items of Goods that will be shipped on each scheduled delivery date.

3.3.6 Delivery will be on a "just on time" basis to minimise Storage requirements and the Purchaser shall confirm to the Manufacturer's office manager at least 48 hours beforehand that it requires Replacement Systems or other items of Goods to be taken out of Storage and delivered to the Delivery Location.

3.3.7 When the Replacement Systems and other items of Goods are delivered to the Delivery Location, the Purchaser shall procure that:

- (A) the site manager or supervisor at the Delivery Location signs a storage delivery slip as proof of delivery; and
- (B) a copy of the storage delivery slip is sent to the Purchaser and the Manufacturer as proof of delivery.

3.3.8 Following delivery, the time of arrival shall be logged in to the Manufacturer's follow-up database and the Manufacturer shall file all other necessary shipping documents.

3.3.9 The Purchaser shall ensure that a lockable storage room is available at the Delivery Location for storing the Replacement Systems and other items of Goods until such time as the Installer installs the Replacement Systems and conducts the Site Tests in accordance with the terms of this Agreement.

- 3.3.10 The Manufacturer's change management system shall be used to report any Defects that may occur during the transportation of the Replacement Systems and other items of Goods to the Delivery Location.

