

General Purchasing Terms and Conditions

The general purchasing terms and conditions (hereafter "Purchasing Terms and Conditions") shall enter into force as of 1 January 2026 for each order/contract for which a request for quotation or specifications have been sent to the tenderer/contractor as of that date until the publication of a later version, with the exception, however, of provisions containing obligations derived from binding legislation and the entry into force of which is determined by that legislation.

ARTICLE 1: DEFINITION AND APPLICABILITY

These Purchasing Terms and Conditions as set out hereinafter are general provisions which form an integral part of the Contract Documents applicable to NMBS/SNCB public contracts.

These Purchasing Terms and Conditions apply to this order/contract and its implementation, unless otherwise expressly agreed in writing in the contract documents. The Contract Documents are all documents applicable to the contract and prepared or mentioned by NMBS/SNCB. Non-exhaustive examples of contract documents are the contract notice, the selection guidelines, the specifications or award guidelines and all associated annexes, as well as all other documentation drawn up and mentioned by NMBS/SNCB. Waivers in the contract documents take precedence over the Purchasing Terms and Conditions.

By submitting its tender, tenderers automatically waive their general or special terms and conditions of sale (or similar references), even when they are explicitly referenced in the tender.

ARTICLE 2: LEGAL FRAMEWORK

The following provisions are applicable to such contracts (non-exhaustive list):

- Law of 17 June 2016 on public contracts (Belgian Official Journal of 14 July 2016), including any later amendments;
- Law of 17 June 2013 on the justification, information and remedies relating to public contracts, certain contracts for works, supplies and services and concessions (Belgian Official Journal of 21 June 2013), as amended by the Law of 16 February 2017 (Belgian Official Journal of 17 March 2017) and including any later amendments;
- Royal Decree of 18 June 2017 on public procurement in the special sectors (Belgian Official Journal of 23 June 2017), including all later amendments;
- Royal Decree of 14 January 2013 determining the general implementation rules for public procurement (Belgian Official Journal of 14 February 2013) (hereinafter "RD on Implementation"), as amended by the

Royal Decree of 22 June 2017 (Belgian Official Journal of 27 June 2017) and including any later amendments.

All Belgian legislation can be consulted on the [website of the Federal Ministry of Justice](#).

ARTICLE 3: NATURE OF UNDERTAKINGS

The contractor undertakes to perform the order/contract in strict compliance with the applicable laws and Contract Documents. In the absence of any further specification(s), the delivery of goods and/or provision of services shall as a minimum comply in all respects with the rules of good practice and good workmanship.

The contractor guarantees that the supplies and deliveries are fit for purpose as intended by NMBS/SNCB, as described in the contract.

Unless expressly mentioned otherwise in the Contract Documents, the contractor's obligations shall be deemed to be obligations of result.

ARTICLE 4: DOCUMENTATION, AVAILABILITY, QUANTITIES, EXTENSION AND TECHNICAL SPECIFICATIONS FOR DELIVERIES AND SERVICES

4.1 Documentation

Unless otherwise agreed in the Contract Documents, the contractor undertakes to provide all documentation and manuals required for the use and management of the supplied products and services, both in electronic and paper form.

Unless otherwise agreed, such documentation or manuals shall be supplied at least in Dutch and French.

4.2. Future availability and phasing-out of products

The contractor guarantees that:

- (i) the products and services will remain available for the entire duration of the order/contract;
- (ii) (in the case of products) spare parts will remain available for a minimum of ten (10) years as of the provisional acceptance of the first delivery;
- (iii) transparency will be ensured concerning the future availability of products by means of a date of potential obsolescence. This date shall be communicated for the first time by the supplier when the assignment is agreed/contract is signed; to the email address obsolescence.mro.rollingstock@nmbs.be and must be notified for the duration of the order/contract whenever it needs to be changed.

When it appears that a product, service or spare part will no longer be deliverable (obsolescence), the contractor shall notify NMBS/SNCB in writing at least twelve (12) months in advance. The contractor shall then propose a replacement product, service or spare part that is technically at least of equal quality and has at least the same functional capabilities as the original product, service or spare part.

NMBS/SNCB reserves the right to accept or refuse the replacement product, service or spare part.

In the event of such refusal, NMBS/SNCB shall have the right to terminate the entire contract or a part of it without any cost and with immediate effect (or further to another period specified by NMBS/SNCB).

4.3 Quantities

The contractor undertakes to supply all products and services ordered by NMBS/SNCB.

Unless otherwise specified in the Contract Documents, there is no obligation to purchase a minimum quantity in the case of a framework agreement.

4.4 Extension to similar products and/or services

NMBS/SNCB may extend the scope of the order/contract to include products and/or services similar to those described in the Contract Documents, in accordance with the provisions of the law.

4.5 Technical specifications

When the Contract Documents refer to:

- (i) certain standards, (common) technical specifications, technical assessments, technical approvals, technical reference systems established by standardisation bodies,
- (ii) a specific make or source or a specific process characteristic of the products or services of a specific economic operator, or
- (iii) a trademark, patent, design or type, specific origin or production,

the statements or references in question must be deemed to be accompanied by the words " or equivalent".

The NBN standards are available from the Bureau voor Normalisatie, Jozef II-straat 40 bus 6, B-1000 Brussels; the UIC sheets from the UIC headquarters, Secrétariat général, Rue Jean Rey 16, F-75015 Paris.

The contractor shall comply with the current REACH and CLP regulations and, where applicable, notify NMBS/SNCB of the details of pre-registrations or registrations.

ARTICLE 5: TRANSFER OF OWNERSHIP AND RISK

Transfer of ownership of the products shall take place at the time of delivery. The risk of loss and damage shall only be transferred at the time of provisional acceptance at the point of delivery agreed in the Contract Documents.

ARTICLE 6: OBLIGATIONS OF THE CONTRACTOR

Without prejudice to its other obligations set out in the Purchasing Terms and Conditions, the contractor shall comply with the following obligations during the execution of the contract.

6.1 Cooperation with third parties

The contractor shall always cooperate in good faith with third parties (e.g. other contractors of NMBS/SNCB) for the purpose of correctly implementing the order/contract, at no additional cost to NMBS/SNCB. The contractor shall inform NMBS/SNCB if there are any problems with this cooperation with third parties and should they have any other remarks regarding these third parties.

6.2. Safety and prevention

The brochure "Veilig werken en zich verplaatsen bij de NMBS"/"Travailler et circuler en sécurité" (as available on the [NMBS/SNCB website](#)) applies to the contract to the extent that the contractor or their staff must enter NMBS/SNCB's premises or buildings for the proper performance of the order/contract. This brochure is considered to be included in the Contract Documents and is applicable unless the other Contract Documents expressly deviate from its provisions.

When the contractor is authorised to use the premises, infrastructure and equipment designated by NMBS/SNCB within the scope of the order/contract, the contractor undertakes to use the premises, infrastructure and equipment as a prudent and reasonable person and to comply with the health and

safety regulations notified to it in writing and applicable at these premises, on this infrastructure and/or equipment.

NMBS/SNCB shall not provide any consumables in connection with such use.

As a minimum, the contractor undertakes to set up and maintain safety measures and procedures in accordance with the current industry standards. Moreover, the safety measures and procedures must at least be consistent with the measures and procedures applicable at NMBS/SNCB and/or at the locations designated by NMBS/SNCB.

If applicable, NMBS/SNCB will provide the contractor's staff and any subcontractors with a badge or another means of access to enable them to enter the locations required for the implementation of the order/contract. These badges and other means of access shall remain the property of NMBS/SNCB and shall be returned to NMBS/SNCB at the end of the assignment. Personal badges bearing the name of a staff member and supplied for the duration of their service at NMBS/SNCB must be returned once this service is ended.

The contractor shall supply advance notice of the date and time when access is required, as well as of the services to be supplied on NMBS/SNCB's premises and in buildings. The contractor shall organise the performance of the work in such a way as to not disrupt NMBS/SNCB's operations.

6.3 Generic Security Requirements (CGS/GSV)

Corporate Security Service (CSS) is the department at NMBS/SNCB that serves as the point of contact for issues relating to corporate security. They are responsible for the coordination and performance of security and surveillance activities on the NMBS/SNCB railway domain.

The "Generic Security Requirements" (as available on the [NMBS/SNCB website](#)) form an integral part of these Purchasing Terms and Conditions and are intended to ensure the optimal performance and monitoring of security-related tasks at NMBS/SNCB. The Generic Security Requirements describe and summarise the obligations of contractors and their staff prior to and during the implementation of the contract. It informs all parties of their obligations relating to:

- (i) access control/management;
- (ii) staff identification;
- (iii) theft prevention.

This document forms a part of the Contract Documents and is applicable:

- (i) in so far as other more specific Contract Documents do not explicitly deviate from it (additional terms); or buildings for the proper performance of the order/contract.

The Security Operations Center (SOC) is the national point of contact for security-related issues and suspicious conduct on the railway domain. If the contractor and/or their staff notice such conduct, they shall notify the SOC. The SOC can be reached 24/7 at the toll-free emergency number 0800/30.230.

6.4 Staff

The contractor's staff shall always work under their exclusive responsibility.

In particular, the contractor shall remain liable for their staff's compliance with the legislation on the welfare of employees during the performance of their work on NMBS/SNCB's premises or buildings, at their own expense.

6.5 Record keeping

During the term of the order/contract and for a period of twelve (12) months thereafter, the contractor shall carefully maintain and retain all registers, lists, schedules, documents and other records that enable NMBS/SNCB to check the performance of the services and cost of the products charged to NMBS/SNCB in sufficient detail.

6.6 Authorisations

The contractor shall, at its own expense, obtain and maintain all permits and licences for the duration of the order/contract that are required to provide the services or products to NMBS/SNCB. The contractor guarantees that the products and services do not violate any laws, rules or regulations applicable to the contractor or NMBS/SNCB.

6.7 Supplier Code of Conduct

The contractor agrees to implement the order/contract in accordance with the provisions of the Supplier Code of Conduct as available on the [NMBS/SNCB website](#).

The contractor authorizes NMBS/SNCB to use its logo, its trademark or any distinctive sign identifying it, such as the name of its company, on analogue or digital communication media, including, but not limited to, signs, posters and other advertising material, in order to promote the contractor's contribution in promoting the various NMBS/SNCB programs in the areas of safety and integrity/ethics, including the social, environmental and governance aspects.

This permission includes the display of the contractor's logo on construction sites, in industrial facilities, on websites or other digital media, or in any other suitable location. NMBS/SNCB undertakes not to alter, modify or distort the contractor's logo or its trademark in any way.

6.8 Confidentiality

The contractor has a duty of confidentiality even after the implementation of the order/contract has been completed. This means that confidential information shall not be disclosed to third parties, in whole or in part, in writing or verbally. The contractor shall take the necessary measures for this purpose.

The following shall be considered to be confidential: all information exchanged between the parties during the award procedure and the implementation of the order/contract, including the results of the order/contract, in any form and of any nature whatsoever, originating from the party that supplied it or from a third party.

The following shall not be considered to be confidential: any information that has become available to the public in any way other than further to a violation of the duty of confidentiality.

This duty of confidentiality applies to both NMBS/SNCB and the contractor, as well as to their entities and staff. The parties undertake to ensure compliance with this duty by all individuals and legal entities who, whether as consultants, subcontractors or in any other capacity, participate in the award procedure, negotiations and/or implementation of the order/contract. The contractor shall be required to include a confidentiality obligation of the same nature and extent in any agreement entered into with a third party involved in the award or performance of the order/contract.

6.9 Duty of discretion

The contractor undertakes not to publicise the contract, including any elements identified in the specifications, without the prior written agreement of the contact person of the lead department as specified in the specifications. Nevertheless, they may freely mention the order as a reference in the context of any other public procurement procedure.

ARTICLE 7: LEADING OFFICIAL

7.1 Leading official at NMBS/SNCB

The implementation of the order/contract is managed and monitored by the "Leading Official" appointed by NMBS/SNCB. His contact details are included in the Contract Documents, or at the latest in the notification informing the tenderer to whom the order/contract has been awarded.

Unless expressly specified otherwise, all communications relating to the implementation of the order/contract must be sent to the Leading Official by e-mail with acknowledgement of receipt.

The powers of the Leading Official or their authorised representative are as follows:

- (i) they may request any additional information in order to check the implementation of the order/contract;
- (ii) they are authorised - within the limits of these specifications - to take all measures required for the proper implementation of the contract;
- (iii) they are responsible for the proper performance and coordination of all acceptance operations;
- (iv) they may not, under any circumstances, alter the terms of the order/contract, even if its financial consequences would be nil or negative: any commitment, operation, amendment or agreement which deviates from the specifications and which has not been notified by the contact person of the lead department by means of an amendment to the contract, shall be considered null and void by both NMBS/SNCB and the successful tenderer. To be valid, such an amendment must be signed by both parties;
- (v) they have no authority in the area of price revisions (see Article 13.2) or subcontracting (see Article 17.2).

The contractor shall ensure that the Leading Official or their authorised representative have free and permanent access to the sites where the work is being performed in order to check the implementation of the order/contract, especially concerning the agreed performance deadlines and compliance with the technical specifications.

The name of the Leading Official may be changed by simple notification.

7.2 Contact person at the contractor

The contractor undertakes to appoint a contact person who will represent him and maintain official contact with the NMBS/SNCB Leading Official.

ARTICLE 8: PLACE, DATE AND TIME OF DELIVERY/SUPPLY

The contractor undertakes to deliver or perform the products and/or services at the specified place, delivery day and time. If the fixed delivery day is a closing day (closing days are available on the [NMBS/SNCB website](#): Menu > Services for third parties and RRS > Procurement > General info > Useful links > Opening hours and access to sites), the contractor shall deliver the products and/or services on the next working day. NMBS/SNCB does the verification of the delivery/performance and carries out the inspections.

ARTICLE 9: INTELLECTUAL PROPERTY

The conclusion of the assignment/contract does not lead to any transfer of intellectual property between the contractor and NMBS/SNCB, unless expressly stated otherwise.

The results of the order/contract, as well as all intellectual and industrial property rights relating, inter alia, to software, databases, literary works and/or documents, drawings, models, inventions, methods, know-how, concepts and other materials produced by the contractor and/or its subcontractors within the scope of the implementation of this order/contract, shall automatically be the exclusive property of NMBS/SNCB from the moment of their creation and also include all related materials (such as source code and manuals).

In the cases justified by the contractor where the preceding paragraph cannot apply, and knowing that this must be agreed between the parties before the conclusion of the order/contract, the contractor shall grant NMBS/SNCB at least on the elements mentioned in the first paragraph a free, worldwide, irrevocable transferable and sublicensable license for the entire duration of the statutory copyright protection to use, reproduce, communicate, adapt, translate, manage and maintain these elements for the proper performance of the assignment/agreement, for the exploitation of the results and performances both during and after the assignment/agreement, and for all other purposes described in the assignment/agreement.

ARTICLE 10: GDPR PROTECTION

If the order/contract covers the processing of personal data by the contractor, the contractor shall take the necessary measures to ensure compliance with applicable regulations (in particular the GDPR Regulation and the applicable national legislation). In such cases, the contractor shall fulfil the minimum requirements concerning data protection as available on the [NMBS/SNCB website](#) and take note of NMBS/SNCB's Data Protection Agreement, which will be supplied by NMBS/SNCB and of which a signed copy must be returned to NMBS/SNCB.

The processing of the personal data of the tenderer/contractor, their representative(s) and staff shall be performed in accordance with the NMBS/SNCB privacy policy, which is available on the [NMBS/SNCB website](#).

ARTICLE 10bis: CYBERSECURITY

NMBS/SNCB is subject to cybersecurity legislation (1) in its capacity as an essential company under the NIS2 Directive. Consequently, the supplier must, where relevant, enable NMBS/SNCB to fulfil its obligations. The supplier must therefore implement appropriate technical, operational, and organizational measures to ensure the security of its network and information systems and digital products supplied to NMBS/SNCB. If necessary, the supplier must assist NMBS/SNCB in the event of incidents (this includes providing support in taking the necessary measures, such as information gathering and reporting obligations). Among other things, the supplier must notify NMBS/SNCB within 24 hours of any potential incident as defined in cybersecurity legislation (1) that could have an impact on NMBS/SNCB.

(1) "Cybersecurity legislation" means:

(a) the NIS 2 Directive: Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity in the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972 and repealing Directive (EU) 2016/1148;

(b) the Act of 26 April 2024 establishing a framework for the cybersecurity of network and information systems of general interest for public security

(c) the Cyber Resilience Act (CRA): Regulation (EU) 2024/2847 of the European Parliament and of the Council of 23 October 2024 on horizontal cybersecurity requirements for products with digital elements and amending Regulations (EU) No 168/2013 and (EU) 2019/1020 and Directive (EU) 2020/1828;

(d) the Cybersecurity Act (CSA): Regulation (EU) 2019/881 of the European Parliament and of the Council of 17 April 2019 on ENISA (the European Union Agency for Cybersecurity), and on the cybersecurity certification of information and communication technology, and repealing Regulation (EU) No 526/2013.

ARTICLE 11: OBLIGATIONS OF NMBS/SNCB REGARDING THE ACCURACY OF THE INFORMATION PROVIDED

In so far as this is required, NMBS/SNCB shall supply additional information to the best of its ability. If the information supplied is incorrect, incomplete or unusable, the contractor shall notify NMBS/SNCB of this fact in writing as soon as possible. Should they fail to do so, they may not use this fact to justify noncompliance with their obligations.

ARTICLE 12: MEANS OF ACTION OF NMBS/SNCB

12.1 General

NMBS/SNCB's means of action as provided for in the Royal Decree on Implementation shall apply. These remedies do not prevent NMBS/SNCB from charging additional costs to the contractor as compensation for damages, including for additional supervisory and management costs, repair costs,

costs of equipment and power shutdowns, operating losses, etc. These may be estimated in the Contract Documents in the form of a lump sum specified in a damages clause.

Special penalties may be specified in the Contract Documents. In accordance with the provisions of the Royal Decree on Implementation, any shortcoming in the implementation of the contract for which no special penalty is mentioned in the Contract Documents shall be subject to a general penalty.

Penalties (special or general) may be cumulative and applicable per part of the infringement, or per staff member involved in the infringement.

The imposition of fines does not preclude the contractor from repairing the damage themselves.

12.2 Exclusion from future participation

SNCB may exclude a defaulting contractor from participation in its tendering procedures for a certain period of time. Prior to such a decision, the contractor shall be heard so that they can defend themselves, and they shall be notified of the decision with reasons.

ARTICLE 13: PRICES

13.1 Quote

Prices shall be supplied in Euros.

Unless explicitly agreed otherwise, any costs, fees, measures and charges directly or indirectly related to the implementation of the order/contract, as well as all taxes on the order (excepting VAT) shall deemed to be included in the agreed price.

For the shipment of products, unless expressly agreed otherwise, the agreed prices shall be "DDP place of delivery (packaging included)", including all costs and taxes. The place of delivery shall be as specified in the Contract Documents.

13.2 Price revisions

The prices of the supplies and services quoted in the order/contract may be subject to indexation only if this is specified in the Contract Documents. Whether indexation leads to an increase or decrease, it is only admissible if requested by registered letter directly addressed to the purchaser (see contact person of the lead department as supplied in the specifications) no later than two (2) months before the anniversary of the start date of the implementation period, and provided that the necessary supporting documents proving that the indexation is performed in accordance with the Contract Documents are attached to the application for indexation.

Contractors may not increase prices unless they are index-linked and which would be provided for in the assignment documents.

ARTICLE 14: INVOICING

14.1 General

The contractor shall issue an invoice at the earliest two (2) calendar days after delivering the goods and/or service.

The Contract Documents may include additional guidelines concerning the invoicing of deliveries and/or services.

14.2 Billing method

The structured electronic invoicing format and use of the PEPPOL network are mandatory. More information about the format and the way of sending invoices is available on the [the NMBS/SNCB website](#).

14.3 Billing information

Each invoice includes the following information, as well as the mandatory details as defined in Article 226 of Directive 2006/112/EC (invoice amount excluding VAT, ...), including:

- the following details of the buyer NMBS/SNCB) and the seller (contractor)
 - full company name, address, and VAT number or local identification (for NMBS: Nationale Maatschappij der Belgische Spoorwegen), public limited company under public law, Frankrijkstraat, 1060 Brussels, VAT number BE 0203.430.576);
 - where applicable, a reference sufficient to indicate the registered tax status;
 - the contractor's email address
- the valid purchase order reference (see purchase order number at the top of the order form beginning with 44xxxxxxx, 45xxxxxxx or 55xxxxxxx), noting that only one purchase order number may be included per invoice;
- the (consecutive) item number;
- a clear description of the delivery or service;
- the date or period of delivery/service provision;
- the delivery terms in accordance with the Incoterms, pursuant to Article 13.1 of the General Purchasing conditions;
- the following payment details:
 - the currency (ISO code), noting that NMBS/SNCB generally uses the euro as the currency;
 - the IBAN or account number, the BIC details, including the name of the account holder;
- if applicable, the following Intrastat information:
 - the Intrastat nomenclature number (commodity code) of the supplied items
 - the country of dispatch (country of origin) if it is not Belgium;
 - the place of delivery;
 - the transport document, such as the consignment note, with the total net weight in kg and the net weight in kg of each item
- the following details as specified on the purchase order:
 - the payment terms
 - the invoiced quantity and unit of measure (UoM);
 - the unit rate;
 - the currency
- Supporting documents such as signed proof of delivery, shipping document, or PDF invoice must be enclosed as an attachment in the electronic invoice file.

If not all information is provided on the invoice or if the minimum invoicing period mentioned in Article 14.1 is not observed, the invoice may be rejected and returned to the contractor, and the payment term will be suspended.

ARTICLE 15: PAYMENT

15.1 General

In return for the proper implementation of the order/contract, and the billing thereof in accordance with Article 14, NMBS/SNCB shall pay the price agreed between NMBS/SNCB and the contractor.

15.2 Advances

No advance shall be granted to the contractor in the performance of a contract/agreement unless otherwise provided in the Contract Documents or in the Public Procurement Act.

If an advance is granted, it must be the subject of an invoice that meets the requirements of Article 14 of the General Conditions of Purchase and expressly includes the term "advance invoice."

Any advance payment made will then be fully charged from the amounts owed by NMBS/SNCB from the first invoice (and, if applicable, subsequent invoices until fully charged).

15.3 Processing period

The payment is carried out (including verification where applicable):

- within a period of thirty (30) calendar days from the date of receipt by NMBS/SNCB of the properly issued invoice and, if applicable, of the other required documents mentioned in the Contract Documents;
- if the date of receipt of the regularly issued invoice cannot be determined, within a period of thirty (30) calendar days after the date of delivery/performance;
- if the NMBS receives the invoice before the delivery, within a period of thirty (30) calendar days after delivery. The Contract Documents may contain different provisions when the nature of the services involves longer verification times.

The processing periods are suspended in accordance with the applicable provisions of the Royal Decree on Implementation.

15.4 Identity declaration from the bank

Payments to a bank account can only be made insofar as NMBS/SNCB is in possession of a bank identity statement relating to this account. If no such statement has been supplied by the contractor, the payment of all invoices connected with this bank account shall be suspended.

15.5 Disputes

NMBS/SNCB is not obliged to pay disputed invoices until such time as the dispute is resolved. The contractor shall not be entitled to delay implementation or suspend or cease implementation if NMBS/SNCB does not pay one or more invoices in full or in part due to suspected errors in the invoices.

15.6 Late payment

The contractor shall not be entitled to delay implementation or suspend or cease implementation if NMBS/SNCB has exceeded one or more due dates.

If one or more due dates have been exceeded and NMBS/SNCB has not disputed these invoices, the contractor may complain by registered letter.

NMBS/SNCB and the contractor shall at all times endeavour to amicably resolve any disputes or complaints.

15.7 Interest for late payment and compensation for recovery charges

Regarding the allocation of payments, there is an explicit deviation from Article 45.210 of the Civil Code. Consequently, each payment will be allocated first to the capital (the principal) and only then to the interest and/or the compensation for recovery costs.

ARTICLE 16: TERMINATION

Except in the case of an explicit deviation from the Contract Documents, the order/contract may be unilaterally terminated at any time without supplying reasons, without entitlement to any compensation or other claims, by registered letter, either by NMBS/SNCB or the contractor.

In the event of termination by NMBS/SNCB, the notice period shall be three (3) months or six (6) months, depending on whether the order/contract was the subject of a tender procedure without or with publication of a notice.

In the event of termination by the contractor, the notice period shall be four (4) months or twelve (12) months, depending on whether the order/contract was the subject of a tender procedure without or with publication of a notice.

Unless otherwise agreed, and further to the termination of the agreement (for whatever reason and by whichever party), the contractor shall carry out, free of charge what follows:

- (i) transfer the products, the results of the services and the documentation to NMBS/SNCB, in the state in which they are at that time;

- (ii) organise a transfer of knowledge to NMBS/SNCB. The risk of loss and damage shall be transferred at the time and place of delivery agreed by the parties.

The risk of loss and damage shall pass to NMBS/SNCB only upon receipt of the delivery on the agreed day, at the agreed time, and at the agreed place of delivery.

ARTICLE 17: TRANSFER AND SUBCONTRACTING

17.1 Transfer

The contractor may only transfer the order/contract, whether in full or in part, with the explicit written permission of NMBS/SNCB. NMBS/SNCB may at any time transfer all or part of the order/contract to affiliated companies.

The contractor is aware of the system of transfer of assets introduced by Article 147 of the public service contract for the period 2023-2032 (Royal Decree. Dec. 26, 2022, B.S. Jan. 10, 2023) between the Belgian State and NMBS/SNCB and accepts the possible consequences as well as the continuation of the contract/agreement, as the case may be, with the Belgian State or a third party appointed by the Belgian State.

17.2 Subcontracting

The contractor may use a subcontractor with the explicit written permission of NMBS/SNCB. For this purpose, the contractor shall supply the name of the subcontractor and the tasks allocated to them to the buyer (i.e. the contact person at the lead department as stated in the specification). At the request of NMBS/SNCB, the contractor shall supply all documents that enable the subcontractor's financial, economic and technical ability to be determined. NMBS/SNCB will or may refuse, depending on whether there is a mandatory or optional reason for rejecting the subcontractor.

The provisions relating to subcontracting shall not be binding on NMBS/SNCB in any way whatsoever. In all cases, the contractor shall remain responsible for the implementation of this order/contract, even if they use a subcontractor.

ARTICLE 18: RISK ALLOCATION

18.1 General

The contractor shall be liable for the acts and omissions committed by himself, his appointees, staff or subcontractors within the scope of the implementation of this order/contract.

They shall also be obliged to repair all damage caused to NMBS/SNCB, its customers or third parties.

Within the limits of the law, and unless expressly provided otherwise in the Contract Documents, the contractor shall be exclusively entitled to bring contractual claims against NMBS/SNCB, in accordance with the Contract Documents. The contractor shall not be entitled to bring any non-contractual claim or initiate any action on a non-contractual basis against NMBS/SNCB or its officers and employees, members of its management or governing bodies, or representatives of NMBS/SNCB, for any failure by NMBS/SNCB to fulfil its obligations under the contract, even if the conduct on which the claim is based also constitutes an unlawful act under applicable law.

18.2 Insurance

The contractor and their subcontractors, if applicable, shall take out the necessary insurance at their own expense to cover all risks arising from the implementation of the order/contract. The contractor shall take the necessary steps to ensure the insurance remains valid throughout the duration of the order/contract.

Excluded risks, losses and damages not covered by these insurance policies, waivers and indemnities in excess of the insured capital remain the responsibility of the contractor.

All insurance policies taken out by the contractor and/or any of their subcontractors shall contain a waiver of recourse in favour of NMBS/SNCB, its affiliated companies, agents, and appointees

The contractor (and, if applicable, their subcontractors), shall fulfil all obligations arising from the taking out of these insurance policies, and in particular in the event of a claim. They shall be fully liable for the consequences if these obligations are not fully complied with. The fact that the contractor, and if applicable their subcontractors, have taken out the aforementioned insurance policies does not relieve them – and does not limit them in any way – of their responsibilities. of their liability.

18.3 Indemnification

The contractor shall indemnify NMBS/SNCB against any expenditure, costs and/or compensation owed by NMBS/SNCB to third parties on the grounds of the infringement of statutory provisions, violation of intellectual property rights or rights of third parties, and/or on the grounds of delay or default by the contractor under this order/contract. Where appropriate, SNCB undertakes to notify the contractor as soon as possible of such a demand in indemnification on the part of a third party.

ARTICLE 18bis: DISPUTES

In the event of a dispute, the courts of Brussels shall have exclusive jurisdiction.

ARTICLE 19: PACKAGING AND DELIVERY REQUIREMENTS APPLICABLE TO THE SHIPMENT OF SPARE PARTS RELATING TO RAILWAY ROLLING STOCK AND INTENDED FOR NMBS/SNCB WORKSHOPS

1.1 General

1. The contractor, hereinafter referred to as the 'supplier' must pack the ordered items in such a way that they are delivered safely and undamaged, in accordance with the requested quality requirements.
2. The packaging must correspond with the technically recognized rules. Workplace safety and environmental regulations apply to all packaging.
3. In general, suppliers must deliver the items in recyclable, disposable packaging (e.g. cardboard boxes) of the most suitable standard dimensions and avoid any (protective) packaging that is not strictly necessary. If the cardboard boxes are delivered stacked, they must be strong enough to prevent the boxes at the bottom from collapsing during transport.
4. All ordered items must be packaged individually in a cardboard box by the supplier.
Reason: the items are delivered individually from the central warehouse to the customer, thereby avoiding quality risks and additional handling (e.g. repackaging) in the central warehouse.
Exceptions:
 - "Grab stock", such as, screws, nuts, bolts, washers, clips, O-rings, etc. must always be packed in boxes containing a fixed specified quantity (per 10, 20, 25, 50, 100, 200, max. 500 items). This fixed quantity per item number must then be respected for the entire duration of the contract. The supplier must notify any deviations from that quantity to 6302.csrelancerodetelrouge@belgiantrain.be
 - cans, vessels, tubes.
 - carpet, seat covers, linoleum, etc.
5. All deliveries that fit within the dimensions of a europallet must be delivered on reusable pallets (e.g. EUR, EPAL, europallets as per the European Pallet Association's specifications (80x120x14,4 cm and 3 runners). europallets are exchanged on-site at the time of delivery. Deliveries made on damaged europallets, noncompliant pallets and/or one-way wooden or one-way plastic pallets will be refused upon receipt. Only europallets can be transported inside the new automated warehouse.

The mesh box pallets (UIC 435-3) will **no longer be accepted as transport pallets**. Deliveries made using pallets of that type will be refused.

Exceptions to the above rule:

- (i) Items or packages weighing less than 25 kg do not need to be delivered on pallets.

- (ii) Items longer than 120 cm must be delivered on an appropriate sturdy one-way wooden pallet. In such cases, the item(s) must not jut out or hang over the edge of the pallet, to prevent damage during handling.

Table 1: Dimensions of wooden pallets for delivery of large items

Type of wooden industrial pallet	Dimensions (mm)	Note
IP1	1250x1250x144	4-way pallet
IP2	1600x1250x144	4-way pallet
IP3	2000x1250x144	
IP4	2500x1300x144	
IP6	2800x1600x144	
IP9	3500x2800x144	
IP10	5000x3000x144	Maximum permitted dimensions of a pallet for immediate storage

6. The types of load and stacking permitted must be visibly displayed on the packaging. If stacking other items on top of the item/box is not permitted, this must be indicated clearly and visibly on the item/box.
7. Each item or primary package must be identified with the NMBS/SNCB item number and the manufacturer/supplier item number.
8. The outer packaging must be suitable for the size of the item and must be able to support the contents. Empty spaces in the outer packaging must be filled completely with ecological/recyclable packaging material.
9. If a package contains more than one (small) item, this must be indicated on the packaging (e.g. "mixed box", "overpack", etc.).
10. If the weight of the item or package exceeds 25 kg, it must be delivered on a europallet-type support, or on a carrier that allows the packages or item to be moved using mechanical means of transport. See procurement plan C.00.96.26-045M if applicable.
11. If an item is made up of several or loose components, these components must be packed as a unit where possible. Each component must be identified with the NMBS/SNCB item number and a serial number out of the total number of components in the item (e.g. 1/3, 2/3 and 3/3).
12. For specific items or sets of items, NMBS/SNCB may also require the supplier to use specifically designed (reusable or one-way) carriers/packaging. After the final delivery, these reusable carriers/packaging will become the property of NMBS/SNCB.
13. Suppliers may also use their own packaging/carriers, provided these are approved in consultation with the Procurement Department (see the contact person of the leading department as indicated in the specifications) and the Supply Chain Department. This packaging must be clearly marked as reusable packaging, and the supplier's name and contact information must be legibly applied to it so that the empty packaging can be collected or returned.
14. The packaging of the various components of kits (a kit is a set of different train components under a single item number) is regarded as one specific packaging requirement and will be communicated according to packaging specifications C plan C.00.96.26-015M and/or via the text on the purchase order. These items must also be supplied in a plastic bag in fixed quantities of 5, 10, 20, 25, 50, or no more than 100 pieces per bag. This must be agreed via 6302.csrelancerodetelrouge@belgiantrain.be so that the settings in our MRP system can be adjusted. This number may not be changed for the duration of the contract, if applicable.

19.2 Specific packaging requirements

Specific packaging requirements may also be requested in the Contract Documents (see Point 10 of Article 19.1 of the General Packaging and Delivery Requirements), for example for the delivery of a defined, separately packaged set of items, electric components, etc. These specific requirements are included in the form of a technical plan and have the structural reference name “C-00.96.26-0xxM title”.

19.3 Hazardous goods

When transporting and packaging hazardous goods, the applicable national, European and international ADR-guidelines must be followed and complied with.

19.4 Product with an expiry date

Unless otherwise specified in the Contract Documents, products with an expiration date must still have a remaining shelf life of six (6) months upon arrival at the NMBS/SNCB warehouses. If it is established upon arrival that their shelf life is less than six months away, an official report will be drawn up, and the products will be refused and sent back to the supplier. Both the batch number and the expiration date must be stated by the supplier on each container.

19.5 Shipping documents

Each delivery must be accompanied by a delivery note in two (2) copies and a consignment note (CMR) stating the following information:

- DELIVERY NOTE
 - (i) document number of the purchasing document – in text and barcode format* Number of delivery note (the barcode is used by CW Mechelen)
 - (ii) Number of the delivery note number- in text format and barcode*
 - (iii) NMBS/SNCB item number – in text format and barcode*
 - (iv) supplier/manufacturer item number
 - (v) batch number and expiry date (where applicable)
 - (vi) item description
 - (vii) delivered quantity
 - (viii) backorder quantity
 - (ix) Unit of quantity

One delivery note must have been physically attached to the outside of the packaging, and a copy of the delivery note must be handed over to the logistics acceptance department.

- CONSIGNMENT NOTE (CMR)
 - (i) sender
 - (ii) carrier
 - (iii) addressee
 - (iv) date and location of delivery
 - (v) number of pallets/packages
 - (vi) total net weight (kg)
 - (vii) number(s) of the delivery note(s)

Deliveries supplied in damaged packaging, a UIC 435-3 mesh box or with missing/faulty transport labels, will be returned by NMBS/SNCB at the supplier's expense.

* Linear barcode as per the European standard (e.g. Code 128)

ARTICLE 20: PACKAGING AND DELIVERY REQUIREMENTS APPLICABLE TO ALL DELIVERIES

The following provisions of Article 19 shall apply to all deliveries unless explicitly specified otherwise in the Contract Documents:

- i) Article 19.1: Points 1, 3, 7 and 13;
- ii) Article 19.3;
- iii) in the case of chemicals: Article 19.4. In the case of other deliveries, the expiry date must enable the delivered product to be used at least once within the usual period of use.