



General Contractual Terms and Conditions of Deutsche Bahn AG and its Affiliates for hardware rental

- (GTC for Hardware Rental) issued May 1, 2024 -

1 General provisions and integrity clause

1.1 These contractual terms of the Client apply exclusively. Any contradictory, supplementary, or divergent conditions specified by the Contractor shall form a part of the contract only if expressly accepted in writing by the Client. This shall also apply to any terms and conditions that are specified in order confirmations or other confirmations of the Contractor. Acceptance of goods/services shall not constitute acceptance of the terms and conditions of the Contractor. The contractual terms and conditions of the Client shall also apply if the contract with the Contractor is executed without reservation, despite knowledge of contradictory terms and conditions, supplementary terms and conditions, or terms and conditions that diverge from the contractual terms and conditions of the Client.

1.2 Within the framework of the contractual relationship, the contracting parties undertake to take all necessary measures to prevent corruption, other criminal offenses, and other forms of gross misconduct. They agree, in particular, to take all necessary precautions within their companies to prevent gross misconduct in Germany and abroad. Irrespective of the form of participation in committing, inciting, or aiding and abetting an offense, gross misconduct includes:

- a) Serious offenses that have been committed in the course of business. These include criminal offenses that involve, in particular, fraud, embezzlement, document forgery or similar offenses
- b) Offering, promising, or granting undue benefits to any civil servant, public official or other office holder or person specifically bound to carry out public service duties (bribery or granting an undue advantage), or board members, managing directors, or other employees of Deutsche Bahn AG or its Group companies (bribery in business conduct)
- c) Offering, promising or granting undue benefits to any person engaged in a freelance capacity by Deutsche Bahn AG or its Group companies who is active in the award or execution of a contract, e.g. technical designers, consultants and project control officers
- d) In connection with the activity of the Contractor for Deutsche Bahn AG or its Group companies, offering, promising, or granting undue benefits to any other German or foreign civil servant, public official or other office holder or person specifically bound to carry out public service duties or to any employee or appointee of any other businesses in relation to the initiation, award or execution of a contract by third parties
- e) Any unauthorized procurement, securing, use, or communication of trade or business secrets for competitive purposes, for personal gain, for the benefit of a third party, or with the intention of inflicting damage or loss on the business owner, or any unauthorized use or communication, for competitive purposes or for personal gain, of documents or technical instructions entrusted in the course of business dealings, and any unauthorized use or transmission, for competitive purposes or for personal gain, of documents, technical instructions or trade information of the Client entrusted in the course of business dealings, including any such material supplied on data carriers
- f) Any violations of regulations designed to protect unimpeded competition; in particular, violation of hardcore restrictions in accordance with Article 101 of the Treaty on the Functioning of the European Union, Section 1 of the German Act Against Restraints of Competition (*Gesetz gegen Wettbewerbsbeschränkungen*, "GWB") (price, bidding, quantity, quota, customer allocation and territorial agreements)
- g) Any infringement of economic sanctions or the circumvention of European Union sanctions or of other applicable national, European and international embargo or trade-control regulations
- h) Other serious offenses or gross misconduct. These include criminal offenses; in particular, terrorist offenses, involvement in a criminal organization, money laundering and the financing of terrorism, child labor, and other forms of human trafficking or similar offenses.

Gross misconduct in a sense mentioned above shall also be deemed to have been committed if persons who are associated with the employees, managing directors, or Management Board of the DB Group are offered, promised, or granted undue advantage and where

specific assistance with design and tendering is provided to subvert competition.

1.3 If, prompted by the award procedure, the Contractor, persons appointed by the Contractor or acting on the Contractor's behalf, are shown to have come to an agreement that represents an unlawful restriction of competition, the Contractor shall pay compensation in the amount of 15% of the net contract value, unless it is not responsible for the infringement. This shall not impede the right of the Contractor to prove the damage is lower or of the Client to prove the damage is higher and the right of both to assert any such claims. Furthermore, other contractual or legal claims of the Client shall remain unaffected.

1.4 If, in the context of a contract award or providing services, an employee, a Managing Director or member of the Management Board of the Contractor, or any subcontractor working under the direction of the Contractor, commits gross misconduct within the meaning of Item 1.2 to the detriment of the Client, the Contractor shall pay the Client a contractual penalty, unless the Contractor is not responsible for the infringement. The penalty shall amount to

- a) 7% of the net contract value if the gross misconduct is committed by a Managing Director or member of the Management Board of the Contractor
- b) 5% of the net contract value if the misconduct is committed by an authorized representative (Prokurist) or by an officer with full power of attorney
- c) 2% of the net contract value if the gross misconduct is committed by other employees or subcontractors of the Contractor

but the minimum contractual penalty shall amount to EUR 5,000. This contractual penalty shall not affect the rights of the Client to claim damages resulting from the misconduct. However, in this case, the contractual penalty shall be offset against any such claims for damages. The above claims can be asserted until the final payment is made.

A contractual penalty in accordance with this provision shall be inapplicable if an act of gross misconduct within the meaning of Item 1.2 is committed by a subcontractor of the Contractor and the choice of this subcontractor was made obligatory by the Client, and/or if the Contractor or its employees, Board Members or Managing Directors, or other third parties working under its instruction, did not participate in committing this act of gross misconduct.

Cases of unlawful anticompetitive practices according to Item 1.3 and concurrent offenses according to Item 1.2 shall not be subject to the contractual penalty, which is governed conclusively by Item 1.3.

1.5 If an act of gross misconduct within the meaning of Item 1.2 is verifiably committed by an employee, Managing Director, or member of the Management Board of the Contractor,

- a) the Client shall be entitled to invoke extraordinary termination of the contract without notice,
- b) the Contractor shall be debarred from competing for orders awarded by Deutsche Bahn AG and its Group companies for a period of up to five years, unless otherwise specified by law. If the Contractor can provide evidence of appropriate and sufficient self-corrective actions, the ban may not be implemented. The severity and the circumstances of the misconduct shall be taken into account.

The extent of the debarment and the readmission to the competitive tendering process are governed by the "DB AG Policy on the debarment of contractors or suppliers." These guidelines may be inspected at any time at the Client's premises.

1.6 The Contractor undertakes to actively contribute toward preventing gross misconduct within the meaning of Item 1.2 and investigating suspected misconduct, as well as to cooperate with the Client in this respect.

If the Contractor gains knowledge of facts that constitute a suspicion of gross misconduct within the meaning of Item 1.2 and that impact the Client, the Contractor is obliged to immediately notify the Client of such in writing. Furthermore, if such gross misconduct lies within the sphere of the Contractor, the Contractor is obliged to investigate the circumstances of the case without undue delay. If the suspicion is confirmed, the Contractor is obliged to take appropriate specific technical, organizational and personnel measures to terminate the misconduct without delay and to prevent such misconduct in the future.



The Contractor shall promptly inform the Client in writing on the progress and outcome of the investigation of the circumstances of the case and on any measures taken.

- 1.7 The Client and the Contractor shall each give their consent to the other party within the context of their contractual relationships for regular mutual checks of their information against the latest versions of the sanctions lists, including the European Union Consolidated Financial Sanctions List, the United Nations Security Council Consolidated List, the US Department of the Treasury's Office of Foreign Assets Control (OFAC) sanctions lists, the United Kingdom's Office of Financial Sanctions Implementation (OFSI) sanctions lists and the Swiss State Secretariat for Economic Affairs (SECO) sanctions list. When doing so, they shall observe all relevant provisions based on data protection law, especially with regard to data economy and data security.

The Contractor declares that its enterprise, its employees and all other natural or legal persons in which the Contractor has an indirect or direct majority interest (50% or more) or that are controlled by the Contractor in any other way, legally or actually, solely or jointly, are not included on any of the aforementioned sanctions lists. The Contractor undertakes to use appropriate measures to ensure that the requirements of current sanctions, in particular financial sanctions, embargoes and trade-control regulations of the European Union and its Member States, the United Nations, the United States, the United Kingdom and Switzerland are implemented in its enterprise's business operations. This also includes not entering into or maintaining any business relationships with natural persons, companies or organizations that are on one of the aforementioned sanctions lists or are owned or controlled by sanctioned persons, companies or organizations and not entering into any transactions with such natural persons, companies or organizations within the scope of and in connection with the execution of this agreement, as well as fulfilling the provisions of the agreement without the use of goods or services related to sanctioned goods that are subject to the aforementioned financial sanctions, embargoes and trade-control regulations of the European Union and its Member States, the United Nations, the United States, the United Kingdom and Switzerland.

Furthermore, the Contractor undertakes to disclose to the Client, in writing and without undue delay, any matches found during checks against the aforementioned sanctions lists as well as the fact that the Contractor or natural persons, companies or organizations owned or controlled by the Contractor has been added as a sanctioned natural person, company or organization.

The assertion of claims for damages of any type (in particular, due to default or non-performance) and the assertion of other rights by the Contractor are excluded if these are associated with the Client's compliance with applicable sanctions. This shall not apply in the event that the Client is accused of intent or gross negligence. The Client shall be entitled to invoke extraordinary termination of the agreement in the event that the Contractor violates the applicable sanctions or the Contractor or natural persons, companies or organizations in which the Contractor holds an ownership interest or controls become sanctioned. Further claims shall remain unaffected by this. The Client is entitled to invoke extraordinary termination of the agreement if any matches are found during the aforementioned checks.

The arrangements and obligations of this Item 1.7 shall apply only to the extent that their stipulation or making or obtaining a declaration based thereon does not result in the Client or the Contractor violating Article 5 (1) of Council Regulation (EC) No. 2271/96, Section 7 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*, "AWV") or similar anti-boycott or non-discrimination regulations.

2 Collaboration, due diligence obligations in supply chains

- 2.1 Where required for the purposes of executing the contract, the Contractor shall agree on the key work steps of its services with the Client's contact person before execution begins and before final provision; the Contractor's responsibility for its services shall remain unaffected. The Contractor shall provide the Client with the required information about the status of contract fulfillment without special remuneration and shall, upon request, grant the Client access to its premises to view the documents relating to contract performance. Furthermore, it shall inform the Client about all circumstances relating to contract fulfillment where knowledge of these circumstances is necessary for the Client. The confidentiality interests of the Contractor must be taken into account.
- 2.2 The Contractor shall inform the Client of all details relating to contract fulfillment where knowledge of these details is necessary for the Client.
- 2.3 The contact person nominated by the Client for execution of the contract is authorized exclusively for functional collaboration with the

Contractor. The contact person shall not be entitled to make any declarations relating to the composition of the agreement (e.g. amendments, supplements, rescission or termination).

- 2.4 The contracting parties shall make reasonable efforts to comply with the human rights and environmental provisions of the agreed DB Code of Conduct for Business Partners.

3 Subletting, maintenance/servicing, and return

- 3.1 The Client shall be permitted to sublet the rental object to affiliated Group companies. The Client shall notify the Contractor of the subletting and impose the conditions of this Agreement upon the sublessee. Beyond that, subletting shall not be permitted.
- 3.2 The Contractor shall be obliged to carry out the necessary maintenance and, if necessary, service work on the rented item on a regular basis and after prior consultation with the Client. The costs of maintenance and, if necessary, servicing are included in the rent.
- 3.3 The Client shall compensate the Contractor for the rectification of damage to the rental object that has been culpably caused by the Client, its employees, or other performing agents. The customary remuneration shall be owed.

4 Delivery, set-up, and commissioning

- 4.1 The Contractor shall deliver and - if agreed - install the rented item with its documentation at the point of receipt and time specified in the Contract, and place it in working order.
- 4.2 Upon conclusion of the Agreement, the Contractor shall formally inform the Client in writing about the installation and set-up requirements to be fulfilled by the Client prior to delivery of the rental object. The Contractor shall inspect the local conditions at the Client's site for this purpose to the extent necessary.
- 4.3 If the Contractor is responsible for setting up and commissioning the rental object in the Client's installation rooms, the Contractor shall be obliged to deliver the rental object to the Client's installation rooms, to make it ready for operation, and to notify the Client in writing of the commissioning. The Client shall provide the installation and set-up requirements communicated by the Contractor by the agreed delivery date and shall confirm this to the Contractor upon request.
- 4.4 All costs incurred by the Contractor in connection with the delivery and set-up of the rental object, as well as the establishment of operational readiness, shall be covered by the remuneration.

5 Functional Test, Acceptance

- 5.1 After the Contractor delivers the rental object to the Client and - if agreed - issues communication concerning commissioning, the Client shall subject the rental object to a functional test. Unless otherwise agreed in the contract, the Client is obligated to declare the acceptance or justify its refusal within 14 calendar days. The service shall be deemed accepted if the Client doesn't confirm or refuse acceptance within the period mentioned above. The service shall also be deemed to have been accepted if it is used productively by the Client without reservations.
- 5.2 The Client shall notify the Contractor without undue delay of any defects that occur during the functional test. The Contractor is obliged to remedy the defects without undue delay. In this case, the duration of the functional test shall be extended by the duration of the period from the notice of defects to the rectification of the defects.
- 5.3 If agreed partial services are accepted, acceptance shall be restricted to the relevant partial service. Upon acceptance of the final partial service, the overall service shall be accepted by testing the ability of all partial services to interact with one another.

6 Assignment, offsetting

- 6.1 The Contractor shall not be permitted to assign its claims against the Client to a third party. Section 354a of the German Commercial Code (*Handelsgesetzbuch*, "HGB") shall remain unaffected.
- 6.2 The Contractor shall not be entitled to exercise any lien or other right of retention if this is based on counterclaims from other legal transactions with the Client.
- 6.3 The Contractor shall be entitled to offset its claims only against claims (including claims arising from other legal relationships) that are undisputed or that have been established as final and absolute by a court of law.
- 6.4 The Client shall be entitled to full rights of lien and offsetting.

7 Transfer of Use, Usage Rights

- 7.1 The Client is obligated to use the rental object in accordance with the operating manual. Restrictions on use exist for the Client only if they are stated in the operating manual or the Agreement.



- 7.2 At the time of transfer, the Client shall receive a simple usage right in rem to any operating software belonging to the rental object for the purposes of this Agreement and shall do so without special remuneration. The usage right is transferable within the framework of the contractual provisions.
- 7.3 All values that have been recorded as a result of contract performance, as well as data and analyses directly based on these values, including all results of measurements and output of sensor devices and statistics, raw data, analysis data, electronic and/or written data, geodata, evaluation data, machine-generated data, such as operational and diagnostic data and statistics ("Industrial Data") - regardless of whether they have been collected by equipment (in particular, measuring devices) belonging to the Contractor or the Client - shall belong to the Client and may be used exclusively by the Client. "Industrial data" refers to business secrets that must be kept confidential according to Item 11. All rights to industrial data shall belong exclusively to the Client. The Contractor may collect, process and use Industrial Data only to the extent to which the Client granted its consent in writing in advance or to the extent necessary to perform the contractually owed services. Any further usage of industrial data or of knowledge developed based on industrial data on the part of the Contractor or the transfer of such to third parties shall require prior written consent from the Client.

This provision shall apply beyond the termination of the contractual relationship.

8 Liability for material defects

- 8.1 The Contractor shall be liable for continual operational readiness of the rental objects during the rental period and for the faultless provision of services and for their suitability for the contractually agreed purpose.
- 8.2 If defects occur in the rental object during usage in accordance with the Agreement, the Client shall notify the Contractor of the defects without undue delay. The Contractor shall remedy the notified defects without undue delay and no later than by the contractually agreed deadlines. The defect may also be rectified by way of temporary or permanent provision of a replacement system. The replacement system must have the same suitability and at least an equivalent quality. A claim on the part of the Contractor for payment of increased rent due to the provisioning of a replacement system is excluded. All costs incurred in connection with the rectification of defects/replacement shall be borne by the Contractor.
- 8.3 If the Contractor delivers updates, upgrades, or a new version of the operating software to rectify material defects, it shall demonstrate its functional capability to the Client at its own expense and shall deliver the associated documentation in the German language in electronic form.
- 8.4 If the Contractor falls behind with rectification of the defects, Item 14.2 **Fehler! Verweisquelle konnte nicht gefunden werden.**
- 8.5 The statutory regulations regarding liability for defects shall apply in all other instances.

9 Infringements of intellectual property rights

- 9.1 The goods/service provided by the Contractor must be free of third-party rights. If use in accordance with the contract is restricted or forbidden due to the infringement of third-party intellectual property rights, the Contractor is obliged, at its own choice, to either change the goods/service or replace it so that the property right infringement is eliminated but still complies with the contractual terms and conditions, or to obtain the usage right so that the goods/service can be used by the Client in accordance with the contract and without restriction or additional costs.
- 9.2 If the Contractor delivers updates, upgrades, or a new version of the operating software to rectify defects of title, it shall demonstrate its functional capability to the Client at its own expense and shall deliver the associated documentation in the German language in electronic form.
- 9.3 At the first request, the Contractor shall release the Client from the claims that a third party asserts against the Client due to an infringement of property rights and, from the time of the first request, the Contractor shall handle the dispute with the third party, unless the Contractor is not responsible for the infringement of property rights. The Client shall support the Contractor here to the extent necessary. Any associated necessary and verified expenses shall be reimbursed by the Contractor. The Client is obliged to notify the Contractor in writing without undue delay if claims are asserted against the Client due to the infringement of intellectual property rights. The period of limitation for the right of indemnity shall be limited to a period of two years from the date on which the circumstances establishing this right become known to the Client or would have become known to it had it not acted

in a grossly negligent manner. Otherwise, the right to indemnity shall lapse after ten years from the date of establishment, irrespective of the Client's knowledge or grossly negligent ignorance.

- 9.4 The statutory regulations regarding liability for defects shall apply in all other instances.

10 Insurance

The Contractor shall insure the rental object against loss and damage as a result of force majeure and as a result of damage caused by third parties, and it shall exempt the Client from all corresponding claims.

11 Protection of trade secrets, confidentiality, data protection, return of documents

- 11.1 The contracting parties shall ensure that any persons they entrust with processing, performing or handling the contract comply with statutory privacy regulations and the German Trade Secrets Protection Act (*Gesetz zum Schutz von Geschäftsgeheimnissen*, "GeschGehG").

Additionally, the contracting parties shall keep confidential any information, documents, or items concerning personal data, operating secrets, or trade secrets obtained from the other contracting party's sphere and information that is labeled as confidential or is to be assessed as confidential for any other reason, regardless of whether the information has been communicated verbally, in writing, or, for example, digitally.

This obligation applies regardless of whether the information to be assessed as confidential has been labeled accordingly or is subject to technical or organizational protective measures. If the information to be exchanged does not meet the criteria of a trade secret in individual non-disclosure agreement according to GeschGehG, it shall still be subject to the duty of confidentiality in line with the intentions of the contracting parties, provided that it recognizably constitutes confidential information as far as the other contracting party is concerned.

- 11.2 The contracting parties shall refrain from disclosing the confidential information, take appropriate confidentiality measures to protect against unauthorized access, and refrain from passing information on to third parties without authorization or using it for purposes other than those that have been contractually agreed. Appropriate measures for ensuring confidentiality include using technical security measures that are in line with the state of the art (Article 32 of the General Data Protection Regulation (GDPR)) and obligating employees to maintain confidentiality and observe data protection measures in accordance with the GDPR. If the contracting party transferring the information has provided specifications for maintaining the confidentiality of particularly sensitive information based on different confidentiality levels, the other contracting party must maintain the information in line with these specifications. Each contracting party may request that the other contracting party provide information about or evidence of the nature and scope of its security measures. The duty of confidentiality does not apply to information or items that the receiving contracting party can prove (1) was/were generally known or readily available without violations, either wholly or in the format and combination provided, to persons who normally handle such information at the time of their transfer by the transferring contracting party; (2) is/are becoming publicly accessible at a later point without any breaches of the obligation to maintain confidentiality; or (3) was/were verifiably obtained by the receiving contracting party itself without the use of or reference to the confidential information of the other contracting party; or (4) was/were made known to the receiving contracting party from an authorized third party in a legal manner, without any violations of this obligation of secrecy.

If a contracting party is obliged to disclose some or all confidential information due to applicable legislation, court orders or official orders, the contracting party shall notify the owner of the confidential information of this in writing without undue delay and make all reasonable efforts to reduce the extent to which the information is disclosed to a minimum and, where necessary, provide the owner of the confidential information with any reasonable support required to obtain a protective order against the disclosure of all confidential information or parts thereof.

- 11.3 The contracting parties shall impose the same obligations on all persons - whether employees or third parties - that are entrusted with processing, performing or handling the contract at the time of the contract being formed or are entrusted with this occasionally as part of the collaboration. The contracting parties shall also provide evidence of this obligation on request to the other contracting party. Additionally, the contracting parties shall only disclose confidential information to those who rely on knowing the information for the contractually agreed purpose.



- 11.4 Transferring the information does not transfer any rights or licenses to the other contracting party, unless otherwise expressly specified in other contractual provisions. The Contractor shall in no way commercially use or imitate (particularly by means of reverse engineering) the confidential information for purposes outside of this agreement, nor shall it have the confidential information used or imitated by third parties for purposes outside of this agreement. Furthermore, it shall not register any commercial intellectual property rights in relation to the confidential information – particularly brands, designs, patents, or utility models – where using the confidential information in this way does not conform to the intended purpose of the contract.
- 11.5 Each contracting party may terminate the contract without notice if the other contracting party is in breach of its obligations mentioned above. Claims for damages and any other claims or rights (according to GeschGehG, for example) shall remain unaffected. The obligations to maintain confidentiality shall remain in place for 5 (five) years after the contract has ended or been terminated.
- 11.6 The Contractor undertakes to treat all documents handed over to it by the Client confidentially and, after completion of the contract, to return them without undue delay or securely delete or destroy them if requested. The Contractor is not entitled to the right of lien in respect of these documents. Legal retention obligations shall remain unaffected.
- 11.7 If execution of a service by the Contractor is associated with activities for which, in the opinion of the Client, the conclusion of a commissioned data processing agreement within the meaning of Article 28 of the GDPR or any other privacy agreement is required, the Contractor is obliged to negotiate and conclude such a contract or agreement based on the standard sample contract of the Client or one of its affiliated enterprises without undue delay and with the required specific amendments in each case. In the case of services with a foreign element, the Contractor is obliged, at the request of the Client, to conclude a commissioned data processing agreement or other privacy agreement based on a sample contract specified by the Client.
- 11.8 Without prejudice to the provisions above, the Contractor may provide information about (partial) order values or (partial) prices to third parties only in cases that are strictly prescribed by law. The same applies to any communication of rounded or approximate figures, and to percentage comparisons with previous orders. Press releases and other communications regarding orders that have been issued are only permitted in consultation with the Client.
- 12 Extension, change, and relocation of the rental object**
- 12.1 If the Contractor makes changes or extensions to the rental object, the Client shall permit this, provided that it does not suffer any disadvantages as a result and it has been informed of the changes or extensions by the Contractor one month in advance. If the Client does suffer disadvantages, the Contractor may carry out the changes or extensions only with the express consent of the Client. In this case, the Contractor shall be obliged to reimburse the Client for all expenses incurred in this context.
- 12.2 The Contractor shall offer software updates or software upgrades for any associated operating software to the Client for its usage without undue delay once these updates or upgrades are generally available. Upon request, the Contractor shall provide the software updates/upgrades without special remuneration and install them.
- 12.3 The Client shall be permitted to relocate the rental object. If a location-bound rental object can be relocated without technical expenditure and without the involvement of the Contractor, the Client shall notify the Contractor of the relocation. The costs of the relocation shall be borne by the Client. If the cooperation of the Contractor is required, the Contractor shall carry out the teardown, transport, and reassembly in addition to the commissioning for a fee.
- 13 Termination for cause**
- 13.1 The right to terminate without notice for cause shall remain unaffected. In particular, cause shall exist if a contracting party violates the agreement so severely that the other contracting party cannot reasonably engage in further collaboration. This may involve, for instance, a significant violation of the principles and requirements set out in the agreed Code of Conduct for Business Partners or multiple individual breaches of contract that exceed the limits of what is considered reasonable. If it is possible to remedy the breach of contract, the right to terminate without notice may only be exercised if a reasonable grace period lapses without rectification of the contractual breach.
- 13.2 The Client is also entitled to terminate the agreement without notice and without any further requirements if the ability to fulfill the contract correctly is put at risk due to the Contractor's financial situation significantly worsening. This applies in particular if (i) the Contractor ceases to pay its creditors on more than just a temporary basis, or (ii) no contractually agreed sureties have been issued, or (iii) insolvency proceedings have been rejected due to a lack of assets.
- 13.3 Notice of termination must be given in writing.
- 14 Period of performance, penalty for delay**
- 14.1 The contractually agreed performance dates or deadlines shall be binding for the Contractor.
- 14.2 If the Contractor is in default with a delivery or service, or the service cannot be accepted on schedule due to defects, the Client shall be entitled to demand a contractual penalty from the Contractor in the amount of 0.3% of the order value of the delayed service per calendar day, but not more than 10% in total. The Contractor shall not be in default as long as the delivery/service is not provided due to a circumstance for which it is not responsible. A paid contractual penalty shall be offset against damage claims for delay. The Client reserves the right to claim the contractual penalty until final payment.
- 14.3 The Contractor is obliged to notify the Client in writing without undue delay if circumstances that could lead to non-compliance with the agreed dates and deadlines arise or become apparent. Furthermore, the Contractor is obliged to notify the Client of any circumstances preventing proper performance of the contract due to the failure of the Client to execute services or to execute them in conformity with the contract.
- 15 Rent, Invoice, and Payment**
- 15.1 Unless otherwise agreed, the rent defined in the contract is a fixed price and includes packaging and delivery. The rent shall cover all services to be rendered by the Contractor under the Agreement, as well as all ancillary services provided by the Contractor, in particular packaging, delivery, installation and bringing about operability. The rent shall also cover usage rights, travel expenses, expenses, costs for transport, and insurance, etc. Section 313 German Civil Code (BGB) shall remain unaffected.
- 15.2 The fee does not include the Contractor's statutory value added tax (VAT). VAT shall only be paid if the Contractor is entitled and obliged by the relevant statutory regulations to charge VAT separately and only if the tax is itemized separately in the invoice.
- 15.3 The Contractor shall comply with the specifications of Deutsche Bahn AG when invoicing. They can be found in the supplier portal (under Supplier Portal/Info/Invoicing) <http://deutschebahn.com/rechnungsstellung> or can be requested from the Client at any time.
- 15.4 The rent due shall be paid within 21 calendar days (subject to a 3% discount) or 30 days net after receipt of a verifiable invoice by the Client's invoice receipt office. Payment must be made by bank transfer. Compliance with the payment period by the Client shall be determined by the date of receipt of the transfer order by the Client's bank.
- 15.5 If advance payments or installment payments have been agreed, the period allowed for payment shall begin on the agreed payment date if the invoice has been received on time by the contractually specified invoice recipient and the agreed collateral has been provided.
- 16 Form, severability clause, applicable law, place of jurisdiction, language**
- 16.1 There are no additional agreements to the contract unless the individual contract makes explicit reference to additional agreements. In order to preserve evidence, changes or additions to this contract – including this clause – must be agreed in the form of the contract of which these General Contractual Terms and Conditions are an integral part.
- 16.2 Should any individual provisions of the contract be or become void, the remainder of the contract shall remain unaffected. The void provision shall be replaced by the relevant statutory regulation.
- 16.3 The contract and any claims resulting from it shall be subject to German law only, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 16.4 If the conditions for a venue clause exist, the legal venue shall be the place at which the Client has its registered office. However, the Client is also entitled to invoke the courts at the place where the Contractor has its registered office.
- 16.5 Only the German version of this contract is valid and legally enforceable. Unless otherwise expressly agreed in the contract, all documents shall be created in the German language, and all statements shall be issued in the German language.
- 17 Transfer clause**
- The Client is entitled to transfer its rights and duties under the Agreement to its affiliated group companies without requiring the consent of the Contractor. The regulations concerning the transferability of



usage rights, the legal provisions for the transfer of claims and the obligation in accordance with Item 11.4 of this contract shall remain unaffected.

18 Upper limit for contractual penalties

Unless otherwise agreed, the total of all contractual penalties claimed from an individual contract may not exceed 10% of the agreed remuneration. The assertion of a contractual penalty in accordance with Item 1.3 and Item 1.4 (Integrity Clause) and of claims for damages, independent of the legal basis, shall remain unaffected.

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