



## General Contractual Terms and Conditions of Deutsche Bahn AG and its Affiliated Companies for the Acquisition of IT/TC systems

- (GTC for the Acquisition of IT/TC Systems) issued September 1, 2024 -

### 1 General provisions and integrity clause

- 1.1 These Purchase Conditions of the Client shall 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 Terms and Conditions of Purchase 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 these Terms and Conditions of Purchase 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:
- 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
  - 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)
  - 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
  - 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
  - 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
  - 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)
  - 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
  - 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
- 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
  - 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
  - 2% of the net contract value if the misconduct was committed by other employees or subcontractors of the Contractor, but no less than €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,
- the Client shall be entitled to invoke extraordinary termination of the contract without notice,
  - 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 Documentation

The Contractor is obligated to deliver the entire documentation in the German language along with the IT/telecommunications system. The hardware documentation includes all documents required for operation, maintenance, and internal auditing. The software documentation encompasses the user manual, product information, and the installation manual.

## 3 Service execution, free issue materials, due diligence obligations in supply chains

- 3.1 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 which it is essential for the Client to know about. The confidentiality interests of the Contractor must be taken into account.

- 3.2 The Contractor is responsible for the functional interaction of all the services it performs as a system.

- 3.3 Legally speaking, the delivery and installation/commission of the system, in addition to any agreed software adjustment services, shall constitute a single service.

- 3.4 The Contractor is obligated to perform its services pursuant to the conditions of this contract and the recognized rules of technology applicable at the time of acceptance. When fulfilling the contract, the Contractor shall consider technological development and inform the Client of reasonable changes in a timely manner.

- 3.5 The Contractor is obligated to inform itself about the respective system environment (hardware and software) of the Client before performing its services and to deliver only services that are compatible with the system.

- 3.6 The Contractor undertakes to purchase the IT/telecommunications technology which the Client intends to scrap if the Client requires such, insofar as an agreement concerning the purchase price is reached between the contracting parties.

- 3.7 Provisions shall remain the property of the Client and must be stored separately, labeled, and managed at no charge. They may be used only for the purposes of the agreement in question.

- 3.8 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.

## 4 Notification of reservations, notice of circumstances preventing proper performance, force majeure

- 4.1 The Contractor shall notify the Client in writing without undue delay of any reservations it may have about executing the goods/services in the manner requested by the Client or if the Contractor believes that it is being obstructed by a third party or by the Client from executing the goods/services.

- 4.2 If the execution deadline is exceeded as a result of force majeure, the Client may request that the Contractor execute the goods/services at a later point under the terms and conditions originally agreed, or the Client may withdraw from or terminate the contract in whole or in part after a reasonable grace period has elapsed.

## 5 Cooperation on the part of the Client

- 5.1 To the extent on-site deployments are required for performing the services, the Client shall grant the Contractor the space and time necessary to execute the services after prior agreement. During the preparation and execution of the services, the Client shall grant the Contractor all necessary and reasonable support; the Contractor's responsibility for the services it has taken on shall remain unaffected.

- 5.2 The Client shall be responsible for securing its programs and data before the beginning of the installation/commissioning of the systems. The Client may commission the Contractor with data backup for a fee.

- 5.3 The Client shall provide the Contractor with all equipment it requires to perform its work on site and free of charge.

## 6 Place of performance, transport, packaging

- 6.1 The place of performance shall be the Client's reception point as specified in the contract.

- 6.2 At the request of the Client, the Contractor shall pick up the packaging materials from the receiving location and dispose of the packaging materials at its own expense.

- 6.3 Wherever it is economically viable to do so, the Contractor shall use rail transport for the logistical services and freight transport required in the implementation of its deliveries of goods and services. The Contractor is free to choose the transport company that it wishes to use. Before the contract award, however, it must ask at least one DB Group transport company to submit a tender.

## 7 Delivery, Acceptance, Transfer of Risk, and Transfer of Ownership

- 7.1 Insofar as the Contractor owes no installation or bringing about of operation readiness, the Client shall confirm the handing over of the object of delivery at the reception point by means of a confirmation of receipt on the delivery note. The Client's examination period pursuant to Section 377 Para. 1 of the HGB (German Commercial Code) shall begin only after successful installation and commissioning of the object of delivery, which shall take place within a reasonable period. The Client shall report complaints concerning detectable defects within 14 calendar days.

Should the Contractor install the system and/or bring about its functionality, the Client shall perform an acceptance 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.

- 7.2 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.
- 7.3 Risk shall transfer to the Client when confirmation of receipt is provided at the point of handover or upon acceptance.
- 7.4 Ownership shall transfer to the Client when confirmation of receipt is provided at the point of handover or upon acceptance.
- 7.5 If, following confirmation of receipt at the point of handover or on the acceptance date, the contractual service or parts of the contractual service is/are rejected as not having been executed in line with the agreement, the Contractor shall undertake to take back the service/part of the service at its own expense. Once a reasonable grace period has elapsed, the Client shall be entitled to return the contractual service/part of the service to the Contractor at the Contractor's expense. In such cases, risk shall not transfer to the Client before either confirmation of receipt at the point of handover or acceptance takes place once again.
- 7.6 The contractual service or parts of the contractual service that is/are to be handed over at the receiving location in return for confirmation of receipt, or accepted, or the items that are to be supplied as replacements, must be supplied by the Contractor to the Client's receiving location once again at the Contractor's own expense and risk.
- 7.7 The Client shall report defects detected during the acceptance to the Contractor in writing. The claim to rectification of defects that were indicated but not removed by the time of acceptance shall remain reserved, even if this is not explained again at the time of acceptance.

## 8 Assignment, offsetting

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 The Client shall be entitled to full rights of lien and offsetting.

## 9 Rights of use

- 9.1 The Contractor shall grant the Client the irrevocable, transferable, non-exclusive, and locally restricted material usage right to the operating software and documentation at the time of their transfer and without special remuneration.
- 9.2 The Client is entitled to provision the software in its Group's internal intranet and to reproduce both the software and the documentation to the extent required for the purposes of the contract. The legal regulations concerning the right of the Client to reproduce the software remain unaffected. Apart from that, the Client shall be forbidden from reproducing the software.
- 9.3 Insofar as the software contains preexisting rights and/or industrial data (Item 9.6) belonging to third parties, the Contractor shall warrant that the Client may use these rights and non-industrial data as explained above.
- 9.4 The Client may use the documentation for the hardware on a Group-wide basis for operation, maintenance, modification, extension, training, and purchasing and may reproduce it for these purposes.
- 9.5 The Contractor must not use any open source components that trigger a so-called copyleft effect during contract performance. Any use of open source software by the Contractor to provide the contractual services shall require prior written consent from the Client that shall relate specifically to certain open source license conditions.
- 9.6 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.

- 9.7 The above provisions shall continue to apply after termination of the contractual relationship.

## 10 Claims for Defects

- 10.1 The statutory provisions apply to defect claims asserted by the Client, with the following stipulations:
    - a) The Contractor shall remain responsible for its goods/services and providing them without defects even in cases where the Client has signed, approved, stamped or labeled as "seen" or similar the plans, drawings, calculations and other execution documents provided by the Contractor.
    - b) The Client may grant the Contractor a reasonable period for removing a defective item. Once this deadline has elapsed, the Client may utilize the contractual service at the Contractor's expense and while protecting the economic interests of the Contractor, for example, through sales.
    - c) The limitation period in which rights and claims arising from defects may be asserted shall be 24 months, unless the law specifies a longer period. It shall begin with the acceptance. If the Contractor does not install/commission the system, the period of limitation shall begin upon delivery. The period of limitation shall be extended by the time during which the defective goods/services cannot be used as intended due to the defect.
    - d) The limitation on defect claims shall also be suspended if the Contractor checks for the presence of a defect itself. The suspension on the limitation shall not end until the Contractor notifies the Client in writing that negotiations have ended, or the result of the check is sent to the Client, or the Contractor refuses in writing to continue rectifying the defect. If negotiations, checks, or attempts to rectify the defect are resumed, the limitation shall be suspended once again.
  - 10.2 The Contractor shall remove defects indicated without undue delay for reasons of statutory liability for defects. If the Contractor falls behind with the rectification of the defects, Item 15.2 shall apply accordingly.
- ## 11 Infringements of intellectual property rights
- 11.1 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 Client can use the goods/service in accordance with the contract and without restriction or additional costs.
  - 11.2 If the Contractor delivers updates, upgrades or a new version of the 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.
  - 11.3 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.
  - 11.4 The statutory regulations regarding liability for defects shall apply in all other instances.



- 12 Protection of trade secrets, confidentiality, data protection, return of documents**
- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 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 Spare parts**
- 14.1 The Contractor undertakes to supply functionally compatible spare parts at reasonable prices and conditions or to guarantee the availability of these spare parts for a contractually agreed period. Reasonable means that the price at the time of the order does not exceed the customary price in the market by more than 3%. The obligation of the Contractor to supply spare parts can also be fulfilled as follows in the event of a manufacturing task, including one of a subcontractor: by naming an alternative supplier or a substitute product to the Client in due time so it can procure the parts at comparable and appropriate conditions. Substitute products must fulfill the current state of the art and be completely compatible with all components of the system.
- 14.2 In special cases in which alternative technical solutions or alternative suppliers need to be found, e.g., for manufacturing tasks, in the event of bankruptcy of a subcontractor, or if there are restrictions in the availability of spare parts as a result of the manufacturer discontinuing the product, the resulting consequences concerning the security of supply shall be addressed with the Client as soon as possible.
- 14.3 The Client shall name its own sources of supply or those of its subcontractors (final manufacturer) for the spare parts. The Client is entitled to procure the spare parts it required directly from the subcontractors or the final manufacturers. The Contractor shall neither forbid nor prevent its subcontractors from supplying the Client with these spare parts without delay and at their own conditions. Whenever the subcontractor is not the final manufacturer of a spare part, this obligation shall be ensured throughout the entire "subcontractor chain."



## 15 Period of performance, penalty for delay

- 15.1 The performance dates and deadlines specified for the Contractor in the contract are binding.
- 15.2 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. These provisions also apply if the on-time work is not accepted due to defects.
- 15.3 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.

## 16 Remuneration, Invoice, Payment, and Additional Costs

- 16.1 Unless otherwise agreed, the remuneration defined in the contract is a fixed price and includes packaging and delivery. The remuneration 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 (subject to Item 7.1), installation, and bringing about operability. The remuneration shall also cover usage rights, travel expenses, expenses, costs for transport, and insurance, etc. Section 313 German Civil Code (BGB) shall remain unaffected.
- 16.2 The price 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.
- 16.3 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.
- 16.4 The remuneration due shall be paid within 21 calendar days (subject to a 3% discount) or 30 days net after receipt of the 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.
- 16.5 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.
- 16.6 Remuneration shall be provided only for additional goods/services and/or changes to the goods/services if a supplemental agreement was made in writing before the execution of the goods/services.

## 17 Form, Severability Clause, Applicable Law, Place of Jurisdiction, Language

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 The place of jurisdiction shall be the Client's registered office. In the case of framework contracts, this responsibility shall also apply to disputes relating to individual requisitions, irrespective of which place is making the requisition. However, the Client is also entitled to invoke the courts at the place where the Contractor has its registered office. 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.

## 18 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 12.7 of this contract shall remain unaffected.

## 19 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 Items 1.4 and 1.5 (Integrity Clause) and of claims for damages, independent of the legal basis, shall remain unaffected. □