

General Terms and Conditions of Purchase of Televic Rail GmbH

(hereinafter referred to as "TRA")

Status: 9th January 2023

§ 1 General, scope of application

(1) These (General) Terms and Conditions of Purchase (hereinafter "GTCP") are exclusively applicable to all business relationships between TRA and its business partners and suppliers (hereinafter "Supplier"). Deviating, conflicting or supplementary general terms and conditions of the Supplier will only become an integral part of the contract if and to the extent that TRA has expressly consented to their application. This requirement of consent shall apply in any case, for example also if TRA accepts the Supplier's delivery without reservation despite knowledge of the Supplier's general terms and conditions.

(2) These GTCP apply in particular to contracts for the purchase and/or delivery of movable items (hereinafter "goods"), irrespective of whether the Supplier manufactures the goods itself or purchases them from vendors (§§ 433, 650 of the German Civil Code ("BGB")). The GTCP shall also apply in their respective version as a framework agreement for all future contracts for the purchase and/or delivery of goods with the same Supplier, without TRA having to refer to these again in each individual case; TRA shall communicate, without delay, to its Suppliers any changes to these GTCP.

(3) Individual agreements reached with the Supplier in an individual case (including subsidiary agreements, extensions and amendments) shall in all cases have precedence over these GTCP. A written contract or TRA's written confirmation shall be - subject to proof to the contrary - authoritative for the contents of such agreements.

(4) The following order of validity applies to the contractual elements:

1. Individual agreements;
2. the order of TRA;
3. General Terms and Conditions of Purchase of TRA for Services ("GTCS");
4. GTCP.

In the event of contradictions and/or uncertainties, the first-mentioned contractual elements shall always take precedence over the last-mentioned ones. Gaps shall be filled by the respective subordinate contractual elements. In case of documents in chronological order, the more recent document shall take precedence over the older document.

(5) Legally relevant declarations and notifications by the Supplier (e.g. setting of deadlines, reminders, declaration of withdrawal) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proofs, in particular in case of doubts about the legitimacy of the declaring party, shall remain unaffected.

(6) References to the application of statutory regulations shall only be of clarifying significance. The statutory regulations shall also apply without such clarification, provided they are not directly altered or explicitly excluded in these GTCP.

§ 2 Contract conclusion

(1) Orders placed by TRA shall not be considered binding until they have been submitted or confirmed in writing. In the event that the order, including order documentation, contains obvious errors (e. g. mathematical or spelling mistakes) or is incomplete, the Supplier must make TRA aware of this fact prior to acceptance so that the order can be corrected or made complete; otherwise, the contract is deemed not concluded.

(2) The Supplier is required to confirm any order by TRA in writing within ten (10) business days or carry it out without reservation by such deadline, in particular, through dispatch of the goods (acceptance). Untimely acceptance constitutes a new offer by the Supplier that itself requires acceptance by TRA.

§ 3 Delivery date, default on delivery

(1) The delivery period stipulated by TRA in the order is binding. If the delivery period is not specified in the order and has not been agreed otherwise, it shall be four (4) weeks from the conclusion of the contract. The Supplier is obligated to give TRA immediate written notice if it anticipates that it will – for whatever reason – be unable to adhere to agreed delivery dates. Such written notice shall also state the grounds and indicate the anticipated duration of the delay. Partial deliveries and/or early deliveries are not permitted without prior written consent from TRA.

(2) Should the Supplier not render its services, or not render them within the agreed delivery period, or enter into default, the rights of TRA – in particular of withdrawal and to compensation – shall be determined pursuant to the statutory provisions. The provisions contained in § 3 (3) remain unaffected.

(3) If the Supplier is in default, TRA shall be entitled - in addition to further statutory claims -to demand flat compensation for the damage caused by delay in the amount of 0.3% of the net sale price, though, in total, not more than 10% of the net sale price of the goods that have not been delivered on time. TRA reserves the right to prove that a higher damage has occurred. The Supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.

§ 4 Performance, delivery, passing of risk, default on acceptance

(1) The Supplier shall not be entitled, without prior written consent from TRA, to engage third parties (e.g. subcontractors) to carry out outstanding services for which it is responsible. The Supplier shall bear the risk of procurement involved with performing its contractual obligations, if nothing to the contrary has been agreed on in the individual case (e.g. the sale of in-stock goods).

(2) Delivery shall be made to the place of delivery stipulated in the order. If no place of delivery has been stated and no other agree-ment has been reached, then delivery shall be made to TRA's registered place of business. The respective place of delivery shall also be the place of performance for the delivery and any subsequent performance ("Bringschuld"). Packaging materials shall be taken back by the Supplier if TRA requests it.

(3) A delivery note specifying the date (of issue and dispatch), contents of the delivery (article numbers and number) and the order identifier (date and number) shall be included in the delivery. TRA shall not be responsible for delays in processing or payment, should said delivery note be incomplete or missing.

(4) If no more detailed specification require-ments have been agreed on in the order, the Supplier shall fulfil the contract in good merchantable quality and, where existing, in conformity with industrial norms, standard specifications according to DIN, EN, IEC, ISO and/or equivalent norms. The goods are to be delivered in perfect condition with the complete accompanying documentation as well as with all instructions for use and other information on the intended use in compliance with all necessary safety requirements. Goods that do not meet all of the aforementioned requirements shall be considered defective.

(5) The Supplier shall ensure that (a) all substances to which the EC Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) applies have been registered or authorized for the use contractually envisaged by TRA and (b) where applicable, the supply complies with the electromagnetic compatibility requirements of Directive 2014/30/EU (EMC Directive), unless further specifications apply. On request, the Supplier shall provide and present proof to TRA that these obligations have been fulfilled.

(6) The risk of accidental loss and accidental deterioration of the goods shall pass to TRA upon delivery of the goods to the place of performance. If the contract parties have agreed to a formal acceptance procedure, the completion of said procedure shall be authoritative for the passing of risk to TRA. In addition, and overall, the statutory provisions governing contracts for work apply analogously to formal acceptance procedures.

(7) The statutory provisions shall govern when TRA shall be deemed to be in default on acceptance. Notwithstanding, the Supplier must expressly offer TRA its performance if a defined or definable calendar period has been agreed for action or cooperation on the part of TRA. If the contract concerns non-fungible goods that are to be manufactured by the Supplier (individual, one-off or custom production), the Supplier shall only be entitled to further-reaching rights if TRA is obliged to cooperate and is responsible for such cooperation not having been rendered.

§ 5 Export Control Law

(1) The Supplier is obligated to ensure compliance of all goods delivered with current applicable national and international export-, customs- and foreign trade regulations (hereinafter: "Foreign Trade and Payments Legislation"). The Supplier shall be responsible for applying for any required export permits, unless the applicable Foreign Trade and Payments Legislation obliges TRA or a third party to apply for such permits, and not the Supplier.

(2) The Supplier shall provide TRA in writing, as soon as possible and no later than two (2) weeks after the contract is concluded, with all information and data TRA requires under Foreign Trade and Payments Legislation for importing, exporting and, in case of resale, re-exporting all goods delivered in the order. In particular, the following data shall be provided for each good:

(a) the "Export Control Classification Number" according to the "U.S. Commerce Control List" (ECCN), if the good is subject to "U.S. Export Administration Regulations";

(b) all applicable export list numbers;

(c) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) code;

(d) the country of origin.

(3) Should the origin and/or properties of the goods or the applicable Foreign Trade and Payments Legislation be subject to change or amendment, the Supplier shall update the data listed in § 5 (2) and provide it without delay to TRA in written form. The Supplier shall bear all expenses and costs that TRA incurs as a consequence of the data required in § 5 (2) being incomplete, erroneous or missing entirely.

§ 6 Information, declaration, dangerous / hazardous goods

(1) Irrespective of any statutory instruction duties, the Supplier shall provide TRA with all necessary and useful information pertinent to the goods to be delivered and/or to the services to be rendered, in particular instructions for proper storage as well as safety data sheets in accordance with Regulations 91/155/EEC, 93/112/EEC and 99/45/EC. The Supplier shall inform TRA of any possibility of hazardous waste or waste oils arising from the goods delivered, in particular by stating the types of waste as well as appropriate means for their disposal. If TRA so requests, the Supplier shall be obligated to take back, free of charge, any waste resulting from the ordinary use of the delivered goods or similar products, as stated in the German Waste Disposal Act, however limited by the amount thereof delivered by the Supplier. Should the Supplier refuse to take back such waste materials, TRA shall be entitled to dispose of them at the expense of the Supplier.

(2) The Supplier guarantees that the deliveries agreed on in the order shall be compliant with RoHS-regulations ("Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment") and shall thus not exceed the limits and thresholds provided in connection with the RoHS-directive (EC Directive 2002/95/EC) at the time delivery is performed. Where the Supplier performs deliveries that are not RoHS-compliant, it shall, irrespective of possible warranty claims, indemnify TRA for all damages resulting from those deliveries.

(3) If the Supplier delivers legally admissible goods that, however, are subject to material/substance restrictions and/or substance notification duties (e.g. REACH - Registration, Evaluation, Authorization and Restriction of Chemicals), the Supplier shall declare such substances/materials in the web database BOMcheck (www.BOMcheck.net) by no later than the date on which the first delivery of the goods is performed. The foregoing shall only apply with respect to laws which are applicable at the registered offices of the Supplier or TRA, or at the designated place of delivery requested by TRA.

(4) If a delivery contains goods that, according to international regulations, are to be classified as dangerous goods, the Supplier shall inform TRA thereof no later than at the time at which it confirms the order.

§ 7 Code of Conduct, Security

(1) The Supplier is obligated to act in conformity with the laws of the legal orders that respectively apply. In particular, the Supplier shall neither actively nor passively, directly or indirectly be involved in any form of bribery or corruption, violations of human rights or fundamental rights of its employees, or child labour. Furthermore, the Supplier shall comply with the statutory legal provisions governing the statutory minimum wage, where applicable, in particular by always paying at least the statutory minimum wage and meeting its statutory record-keeping requirements, and shall urge its subcontractors to comply with the statutory provisions. Furthermore, Supplier shall (a) comply with the internationally applicable minimum labour standards, in particular all conventions of the International Labour Organisation with regard to workers' rights, working hours and occupational health and safety, (b) comply with the entrepreneurial duties of care in supply chains from the German Supply Chain Duties Act ("Lieferkettensorgfaltspflichtengesetz" – "LkSG"), if applicable, (c) assume responsibility for the health and safety of its employees at the workplace, in particular comply with all statutory and contractual accident prevention and occupational health and safety provisions, (d) comply with environmental protection laws and avoid the use of so-called conflict minerals and create transparency about the origin of the corresponding raw materials and (e) ensure compliance with TRA's Code of Conduct for Suppliers (available at: Code of Conduct | Televic) and promote it with its Suppliers to the best of its ability.

(2) The Supplier shall provide the organizational instructions and measures (particularly with regard to the security of premises, business partners, personnel and information, as well as packaging and transportation) necessary to maintain safety and security in the supply chain in accordance with the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (f. ex. AEO, C-TPAT). The Supplier shall protect its deliveries to and performances for TRA, or to/for third parties designated by TRA, from unauthorized access and manipulation. The Supplier shall only entrust competent and reliable personnel with those deliveries or performances, and shall oblige possible subcontractors to undertake corresponding measures.

(3) In the event that the Supplier violates these obligations, TRA shall be entitled to withdraw from the contract or to terminate the contract, without prejudice to further claims. If a violation of obligations on behalf of the Supplier is remediable, this right may only be exercised after the unsuccessful expiry of an appropriate period set for the elimination or alleviation of the causes for the violation.

§ 8 Prices, payment conditions

(1) The price stated in the order is binding. All prices include statutory value added tax, unless the value added tax is shown separately.

(2) Unless otherwise agreed in specific cases, the price includes all services and ancillary services by the Supplier (e.g. assembly, installation) as well as all extra costs (e.g. appropriate packaging, transport costs, including possible transport and liability insurances, taxes, charges, fees).

(3) The agreed price is due for payment within 60 calendar days following complete delivery and contractual performance by the Supplier (including, if applicable, any formal acceptance procedure agreed on), and after receipt by TRA of an invoice that is compliant with value added tax legislation. If TRA makes payment within 30 calendar days, the Supplier shall grant TRA an early payment discount of three (3) percent of the net invoice amount. Payment by bank transfer shall be deemed to have been made on time when TRA's transfer order is received by the bank prior to the expiry of the payment deadline; TRA shall not be responsible for delays caused by the banks involved in the payment transaction. The payment period begins the moment TRA has received an auditable invoice, however not before the date on which the good has been transferred to TRA in exchange for a certificate of receipt, or the date of the formal acceptance procedure.

(4) During the warranty period, TRA can withhold an interest-free warranty retention sum of up to 10% of the total value of the order.

(5) TRA shall not be liable for interest for delayed payment. Default on behalf of TRA shall be subject to the statutory regulations, whereby by way of derogation a written warning notice from the Supplier shall be required in any case.

(6) TRA is entitled to offsetting and withholding rights, as well as to objection on the grounds of contractual non-fulfilment, to the extent provided by law. TRA is, in particular, entitled to withhold payments due, as far as and for so long as TRA still has claims against the Supplier arising from incomplete or defective performance rendered by the latter.

(7) The Supplier only has an offsetting or withholding right with respect to legally effective or undisputed counterclaims.

§ 9 Secrecy, retention of title

(1) TRA retains the property rights and copyrights for all illustrations, plans, drawings, sketches, instructions, product descriptions and other documents. Such documents are to be used exclusively for fulfilling the contractual obligations and are to be returned to TRA upon completion of the contract. The documents shall be kept confidential from third parties, including after the contract has been fulfilled or terminated. The obligation of confidentiality expires when the information and knowledge contained in the ceded documents has become public knowledge.

(2) The foregoing provision applies accordingly to materials (e.g. software, finished products, semi-finished products) as well as to tools, templates, samples, and other objects, that TRA provides to the Supplier for the purposes of manufacturing. Such items - provided they are not further processed - shall be separately stored and insured by the Supplier to a reasonable extent against destruction and loss at the Supplier's own expense. The Supplier may use them only in the course of performing the order by TRA, and they are to be returned to TRA either upon TRA's first request for them to be returned, or immediately upon completion of the order without the need for a respective request from TRA. The reproduction of drawings, models, templates, construction/ design documentation, component parts etc. provided by TRA is forbidden.

(3) All drawings, sketches, templates, models, construction/design documentation, component parts etc. that belong to the order by TRA are binding on the Supplier. The Supplier shall, however, examine them for discrepancies and notify TRA, in writing and without delay, of any identified or suspected errors. Failure to do so shall prevent the Supplier from claiming the existence of identifiable deficiencies (errors).

(4) A processing, mixing or combining (further processing) of provided items shall be undertaken by the Supplier on behalf of TRA. The same applies to the further processing by TRA of delivered goods, so that TRA shall be deemed manufacturer, and obtain ownership of the product, at the latest upon said further processing, in accordance with statutory provisions.

(5) The transfer of ownership of the goods to TRA takes place unconditionally, and irrespective of whether the purchase price has been paid. Should TRA, however, in specific cases, accept an offer by the Supplier to transfer ownership that is conditional upon full payment of the purchase price, the retention of title by the Supplier for the delivered goods shall expire, at the latest upon payment of the purchase price. TRA shall also remain entitled to resell the goods in the course of normal business, prior to the payment of the purchase price, with advance assignment of the ensuing claim (alternatively, a validity of simple title retention, and retention of title extending to resale). In any event, all other forms of title retention are excluded, in particular expanded, forwarded, title retention extended to further processing and current account reservation.

§ 10 Warranty

(1) In the absence of any rulings to the contrary below, the statutory regulations shall apply as regards the rights of TRA in cases of material and legal/title defects (including wrong and under-delivery as well as incorrect assembly or inadequate assembly instructions) as well as in cases of other breaches of duty by the Supplier.

(2) According to the statutory provisions, the Supplier shall be liable for ensuring that, at the time at which the risk is passed to TRA, the goods are in the condition and fulfil the characteristics contractually agreed upon. Said agreed condition and characteristics are defined by such product descriptions that form an integral part of the respective contract, especially such that are specified or referred to in the order, or that have been incorporated into the contract in the same fashion as the GTCP at hand. It is irrelevant whether such product descriptions were provided by TRA, the Supplier or the manufacturer.

(3) TRA is not obliged to examine the goods or to make special enquiries about any defects at the time of conclusion of the contract. Partially divergent from § 442 (1) sent. 2 BGB, TRA is therefore entitled to claim for defects without restriction if the defect remained unknown to TRA due to gross negligence when the contract was concluded.

(4) The commercial obligation to examine and notify shall be governed by the statutory provisions (§§ 377, 381 of the German Commercial Code, "HGB"), subject to the following conditions: TRA's obligation to examine is restricted to defects that are apparent upon an external check performed during TRA's goods-in inspection, including the shipping documents, or during quality controls undertaken on a sample basis (e. g. damage during shipping, incorrect delivery and under-delivery). There is no obligation to examine in cases in which the contract parties have agreed to a formal acceptance procedure. Otherwise, it depends on the extent to which an examination is feasible given the particular circumstances of the specific case within the course of normal business. TRA's obligation to give notice of defects discovered at a later point in time remains unaffected. In all cases, TRA's objection (notification of defects) shall be deemed to have been timely and without undue delay if it is received by the Supplier within ten (10) calendar days.

(5) Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; TRA's statutory claim for reimbursement of corresponding expenses shall remain unaffected. The costs incurred by the Supplier for the purposes of testing and supplementary performance shall also be borne by the Supplier if it transpires that there was in fact no defect. TRA's liability for compensation in cases in which its demands for subsequent performance are unjustified shall remain unaffected; TRA is only liable in this regard if it had been aware, or had been unaware due to gross negligence, that the goods were not defective.

(6) Without prejudice to TRA's statutory rights and the provisions in subsection 5, the following shall apply: Should the Supplier fail to honour its obligation to render subsequent fulfilment – either by removing the defect (repair) or by supplying a defect-free item (replacement delivery), as chosen by TRA in each individual case – within an appropriate time limit set by TRA, TRA can remedy the defect itself and demand reimbursement of the costs required to do so or an appropriate advance payment from the Supplier. A deadline shall not be necessary in the event that subsequent fulfilment by the Supplier has either been unsuccessful or is not reasonable for TRA (f. ex. on account of special urgency, the risks posed to operational safety and reliability, or the imminent risk of disproportionate damages); TRA shall immediately notify the Supplier if and when such circumstances arise.

(7) Otherwise, in the event of a material or legal/title defect, according to the statutory provisions TRA shall be entitled to a reduction in the price or to withdraw from the contract. Furthermore, TRA is entitled to damages and reimbursement of expenses in accordance with the statutory provisions.

§ 11 Specific provisions for software

(1) If the Supplier has to deliver software that has not been individually developed for TRA, the Supplier shall grant TRA a transferable and non-exclusive right of use. This right of use is unlimited in time if the payment of a one-off fee is agreed. In case of software developed individually for TRA, the Supplier grants TRA an exclusive, transferable and unlimited right of use for all types of use. Unless otherwise agreed, the source code of the software shall also be supplied and the software shall be installed by the Supplier. The Supplier shall deliver the software to TRA with the source and machine code together with the associated documentation (contents of the data carrier, programs and data flow plans, test procedures, test programs, error handling, etc.). In addition to this documentation, the Supplier shall provide TRA with detailed written user documentation in German or English prior to acceptance.

(2) Individually developed software shall be accepted by TRA. If TRA does not carry out an acceptance within four weeks of notification of readiness for acceptance by the Supplier or refuses to do so without justification, the software created shall be deemed to have been accepted as soon as it has run satisfactorily and without error messages in a trial operation for a period of at least four weeks.

(3) The Supplier undertakes to provide TRA with all new programme versions containing an error correction (updates, patches, bug fixes, etc.) free of charge within the warranty period. Furthermore, he undertakes to offer TRA maintenance and software care for the delivered software for at least five years from acceptance at standard market conditions.

(4) The Supplier is obliged to inform TRA in good time, at the latest with the order confirmation, whether its deliveries and services contain open-source components. This is software, hardware or other information that is provided to any user free of licence fees with the right to edit or distribute on the basis of a corresponding licence (e.g. GPL, LGPL or MIT licence).

(5) If the Supplier's deliveries and services contain open-source components, the Supplier shall comply with the obligations of all applicable open-source licences and grant TRA all rights and provide information that TRA requires to comply with these licence obligations. In addition, the Supplier shall provide the following at the latest upon order confirmation: (a) the source code of the open-source software used, including scripts and information on the generation environment, if required by the applicable licences, and (b) a listing of all open-source components included and their versions, all applicable licence texts and copyright or author references.

(6) The Supplier shall inform TRA in writing in good time, at the latest when confirming the order, if and, if applicable, which open-source licences used by the Supplier are subject to a copyleft effect that may affect TRA's products when used as intended. This is the case if licence conditions of the open-source components used by the Supplier require that products of TRA or works derived from them may only be further distributed under the conditions of the open-source licence conditions, e.g. with disclosure of the source texts.

(7) If the Supplier only points out after receipt of the order that its deliveries and services contain open-source components or that the described "copyleft effect" would occur, TRA is entitled to revoke the order within 14 (fourteen) days after receipt of the notification.

§ 12 Liability

(1) In the event that the Supplier is responsible for damage to a product, it shall be obliged to indemnify TRA upon first demand from any damages claimed by third parties insofar as the cause lies within the Supplier's sphere of control and organization and the Supplier is, itself, liable externally.

(2) Under its obligation to indemnify, stated in

§ 12 (1), the Supplier must reimburse those expenses that arise out of or in connection with any third party claims pursuant to §§ 683, 670 BGB and/or §§ 830, 840, 428 BGB, including recalls performed by TRA. TRA shall - to the extent possible and reasonable - notify the Supplier of the content and scope of recall measures to be carried out and give the Supplier the opportunity to comment. This provision is without prejudice to further-reaching legal claims.

(3) Unless agreed otherwise, the Supplier shall conclude a product liability insurance policy with a lump-sum coverage amount of at least five (5) million EUR per case of personal injury or damage to property and maintain the policy until the respective expiry of the limitation period for defects, unless otherwise agreed.

(4) The Supplier shall be liable solely in accordance with the statutory provisions for all damage caused intentionally or negligently by the Supplier itself, its employees or commissioned third parties (vicarious agents and/or assistants).

(5) TRA is only liable for simple and slight negligence in the event of a breach of an essential contractual obligation and only in the amount of the foreseeable damage. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.

(6) TRA shall not be liable for indirect damages, in particular lost profits.

(7) Insofar as liability of TRA is excluded, the exclusion also applies to the liability of TRA's employees, legal representatives and vicarious agents.

(8) § 12 (5) to (7) shall not apply in case of intent and gross negligence as well as in case of damage resulting from injury to life, body or health or the assumption of guarantees.

§ 13 Limitation Period

(1) The mutual claims of the parties to the contract shall be subject to a limitation period in accordance with the statutory provisions, insofar as not otherwise regulated below.

(2) Unless agreed otherwise between the parties to the contract, the general limitation period for claims for defects arising from the contractual relationship shall be 36 months from the moment the risk is passed to TRA. In the event that the contract parties have agreed to conduct a formal acceptance procedure, then the moment of acceptance shall constitute the beginning of the limitation period. The three-year limitation period shall also apply analogously to claims arising from legal/title defects, whereby the statutory limitation period for third party claims in rem (§ 438 (1) Nr. 1 BGB) remains unaffected. Claims grounded in legal/title defects shall on no account become statute-barred, as long as the third party can assert the right against TRA – in particular in the absence of limitation. Any direct remedy by TRA of a defect in accordance with § 10 (6) will interrupt the running of the limitation period for the duration of such remedial work.

(3) The limitation periods of the law on sales of goods including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. In the event that a defect to the goods also entitles TRA to assert non-contractual compensation claims, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless application of the statutory limitation period provided under the law governing the sale of goods would result in a longer limitation period in individual cases.

§ 14 Third Party Rights

(1) The Supplier warrants and represents that its deliveries do not infringe upon any third-party rights, directly or indirectly, in particular property rights such as patents, trademarks, registered designs and copyrights. If claims are nonetheless made by a third party against TRA by reason of an asserted breach of that third party's rights associated with the goods delivered by the Supplier, the Supplier is obligated to indemnify TRA from these claims at the first request and to reimburse TRA for all costs arising from those claims.

(2) If use of the delivered goods results in an infringement of a third-party's rights, the Supplier shall, upon first request from TRA, alter or replace the injurious and/or hazardous item(s) at its own expense, this presuming that such an alteration or replacement shall not impact negatively on the intended purpose, value, use or performance of the goods.

(3) Claims according to § 14 (1) and (2) shall become statute-barred two years after TRA gains knowledge of the circumstances founding the claim, or two years after the point in time at which TRA has failed, through gross negligence, to learn of said circumstances. Otherwise, claims covered in § 14 (1) become statute-barred within ten (10) years from the time of their arising irrespective of the knowledge of such claims or of unawareness due to gross negligence.

§ 15 Replacement Parts

(1) The Supplier is obligated to maintain spare parts for the goods delivered to TRA for a period of at least ten (10) years following delivery.

(2) The Supplier is obliged to maintain an obsolescence management system in accordance with the respective industry standards (IEC 62402) in order to ensure the continuous supply of spare parts.

(3) If the Supplier intends to discontinue producing spare parts for products it has delivered to TRA, it must inform TRA of this fact immediately when the decision to discontinue such production is made. Subject to the provisions of § 15 (1), such a decision must be made at least twelve (12) months prior to production being discontinued.

§ 16 Confidentiality

(1) The Supplier shall treat all documents, information, data and other carriers of information disclosed to it by TRA, or that it has received, to the knowledge of TRA, in the context of fulfilling the contract (hereinafter: "confidential information"), with strict confidentiality. The Supplier shall not make said confidential information available or accessible to third parties, shall not reproduce it without prior written approval from TRA and shall use it for no purposes other than for fulfilling the contract.

(2) The term "confidential information" shall not apply to information for which the Supplier can prove that:

- (a) the information was already publicly known at the time of disclosure, or
- (b) the information became public knowledge, but failure on behalf of the Supplier to comply with contractual duties was not a contributing factor to that public disclosure, or
- (c) the Supplier received the information legally from a third party that was legally authorized to disclose to it said information, or
- (d) the Supplier had already gained knowledge of the information by the time it was disclosed by TRA.

(3) The Supplier shall communicate or disclose confidential information only to employees who are directly entrusted with the task of fulfilling the contract, and who are bound to confidentiality requirements the extent of which mirrors those prescribed in this Paragraph.

(4) The Supplier shall return or destroy any confidential information at TRA's first request. The Supplier may not reproduce any of the confidential information provided to it by TRA without prior written consent, either in whole or in part, with the exception of copies or excerpts which it (a) may absolutely need for the performance of the contract, (b) which must be retained due to legal requirements or (c) which are available on secondary storage media as a result of standardised, automatic backup copies (together "authorised copies"). Authorised copies are confidential information; they are exempt from the obligation to return and destroy (sentence 1).

(5) The Supplier shall under no circumstances use the existence of the contract as a means for advertising, marketing or similar purposes without the express prior written approval from TRA

(6) The provisions under § 16 shall apply for the full contract period and for a further five (5) years after the contract has ended, regardless of the grounds for which it has ended.

§ 17 Force Majeure

(1) The parties shall not be responsible for the non-performance of an obligation if and to the extent that the non-performance is due to circumstances caused by force majeure. Force majeure covers unforeseeable and uncontrollable events which (a) are beyond the control of the party concerned, (b) could not reasonably have been foreseen at the time of the conclusion of the contract and (c) cannot be prevented or overcome by it, such as wars, terrorist attacks, natural disasters or epidemics.

(2) The party affected by a case of force majeure shall notify the other party in writing of the event and its effects on the performance of the contract immediately upon becoming aware of it. Otherwise, the party shall be liable for any loss or damage suffered by the other party which could otherwise have been avoided. Furthermore, the affected party shall, as soon as possible, provide the other party with unsolicited evidence of the causes of the force majeure with appropriate documents to be confirmed by an official body (e.g. authority or chamber of commerce).

(3) The affected party shall make every effort to minimise the effects and duration of the event constituting force majeure and the damage that may occur to the other party as a result of the non-performance of the contract. If the duration of the asserted impediment has the effect of depriving the other party to a significant extent of what they could reasonably expect by virtue of the contract, the party shall have the right to terminate or withdraw from the contract.

(4) As soon as the case of force majeure has ended, the affected party shall immediately in-form the other party thereof in writing and shall immediately resume the performance of its contractual obligations, unless a case under sub-section 3 sentence 2 has occurred.

§ 18 Final Provisions

(1) The law of the Federal Republic of Germany shall apply to these GTCP and to all legal relationships between TRA and the Supplier, subject to exclusion of all international and supranational (contract) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) Companies affiliated with TRA within the meaning of §§ 15 ff. German Companies Act ("Aktiengesetz" - "AktG") are entitled to commission deliveries and services from the Supplier under the terms and conditions of these GTCP. All agreements concluded between the affiliated companies and the Supplier establish independent and autonomous contractual relationships. TRA does not assume any liability for these contractual relationships and the fulfilment of the contractual obligations. TRA is entitled to assign all contractual obligations to affiliated companies and/or third parties with discharging effect.

(3) If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a public-law special fund, the exclusive place of jurisdiction – including internationally – for all disputes arising directly or indirectly from the contractual relationship is TRA's registered office. The same applies if the Supplier is an entrepreneur within the meaning of § 14 BGB. However, TRA is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, remain unaffected.

(4) These GTCP are governed by German law and must be interpreted in accordance with German understanding of the law. They are only binding in their German wording.

(5) In the event that a provision of the contract is invalid (f. ex. unlawful or otherwise unenforceable), such invalidity shall not invalidate the remaining provisions of the contract. An invalid provision shall be replaced by a mutually agreed, legally valid provision that has comparable valid economic and legal effects. The same shall apply to any potential contractual gaps or omissions.