

General Terms and Conditions of Service for Training and Further Education at the Knorr-Bremse Training Academy

The portfolio of the Knorr-Bremse Training Academy (hereinafter also: the "Contractor" or "We") includes services in brake training as well as further education, both on-site and by way of online training.

These General Terms and Conditions of Service (hereinafter "Service Conditions") apply to all services that We render for the Principal (hereinafter the "Customer") as part of the Knorr-Bremse Training Academy. Any Service Conditions of the Customer that conflict with or vary from these Service Conditions shall not be recognised unless We have explicitly agreed to their validity in writing. They shall also apply to all future business relations with the Customer in respect of the Knorr-Bremse Training Academy. This also applies if they are not explicitly agreed again.

These Service Conditions shall only apply to entrepreneurs in accordance with Section 14(1), BGB (German Civil Code), legal entities under public law and special funds under public law within the meaning of Section 310(1), BGB.

Section 1 Training courses of the Knorr-Bremse Training Academy

In the case of the services offered by the Knorr-Bremse Training Academy, a distinction is made between the following Training Courses and training (hereinafter jointly "Training Course" or "Training"):

1. Customer-specific Training according to the training catalogue

Such Training is held individually at the Customer's request online, at the Customer's premises or in the training rooms of the Knorr-Bremse Training Academy. Only participants of the Customer take part. Other customers are not able to take part in this form of training. Bookings are made based on a prior offer from the Contractor, by the Customer in the training portal of the Knorr-Bremse Training Academy ([Customer Training Portal Knorr-Bremse RailServices](#)). Different prices may apply when booking a Customer-specific Training Course. Where applicable, these will be agreed between the Customer and us in a training agreement. The offer is to be remunerated based on costs and scope. This will be mutually agreed with the Customer in advance.

2. Overhaul Training Courses

Overhaul Training Courses are those in which the knowledge of overhauling Knorr-Bremse equipment is imparted in accordance with the Knorr-Bremse overhaul documentation. This Training is designed, developed and performed on a project-specific basis following consultation and agreement between the Customer and us. Participants in the Training Courses are to be registered for the respective event in the training portal of the Knorr-Bremse Training Academy.

3. Open Training Courses

Open Training Courses are offered via the training portal on a specific date at a specific location or online. The content and duration of the Training Courses can be found on the training portal. For this Training, the price is stated in the Customer section of the training portal, where the Customer can directly sign up their employees. Billing is based on the order once the Training has been completed.

4. Regular training

Regular training includes annual recurring Training, which is offered in the form of customised training sessions as well as open training. The contents for this Training can be determined by the Customer. In the case of open Training Courses, topics have been defined in consultation with the Brake Competence Centre of DB Systemtechnik Minden. The content can be viewed in the training portal.

Section 2 Content

The specific content of the respective Training Courses is defined in the Training Course outlines in the training catalogue of the Knorr-Bremse Training Academy, available in the training portal.

Section 3 Participants

1. The number of participants specified in the training catalogue may not be exceeded due to the demanding technical information and practical content taught in the Training Courses of the Knorr-Bremse Academy.

2. In the case of online Training Courses, two (2) participants at most may take part from mobile devices.

3. The Customer undertakes to provide the Contractor with a list of the names of persons participating in the Training at the same time as or without undue delay after booking the training. The Contractor reserves the right, at its reasonable discretion, to exclude individual persons from participation in the Training. In such a case, the Customer shall be entitled to nominate a substitute participant who, subject to the Contractor's consent, shall take part in the Training instead.

Section 4 Prices and payment

1. The prices stated in the training portal are individual prices per participant. The price of customised training and overhaul training may vary from this and shall be agreed separately between the Customer and us.

2. The prices stated in the training portal are valid for the current financial year.

3. If training beyond the current financial year is agreed, the prices stated in the offer shall apply.

4. Separate travel costs are incurred for Customer-specific training outside the training facilities of the Knorr-Bremse Training Academy. These shall also be stated in the offer.

5. Statutory value added tax is not included in the prices. It shall be stated separately on the invoice at the applicable statutory rate. In the case of services within the European Union, the Customer is to provide their VAT identification number in good time before the contractually agreed training date as proof of their exemption from VAT. In the event of failure to provide notification in good time and in full, We reserve the right to charge the applicable VAT.

6. Special features for training prices can be agreed in a training agreement.

7. If the Customer defaults on their obligation to pay, We shall be entitled to demand default interest in the sum of 9 percentage points p.a. above the base interest rate. This does not affect the right to claim for further-reaching damages. In other respects, the statutory provisions shall apply.

Section 5 Invoicing of Training Courses

Training Courses shall be invoiced in accordance with the offer of the Knorr-Bremse Training Academy. Depending on the system, the Customer shall receive an offer, which he/she is to confirm at the latest two (2) weeks before the start of the Training. Confirmation can be made in writing or in text form (e.g. by e-mail). This applies to both customised and open Training Courses. The Knorr-Bremse Training Academy shall issue the invoice following completion of the Training Course. Special features for training invoicing can be agreed in a training agreement.

Section 6 Training cancellations

The Knorr-Bremse Training Academy reserves the right to postpone Training Courses in the event that trainers or required resources are unavailable for good reason, such as but not limited to illness or a technical defect. Travel expenses as well as lost time of the participants shall not be reimbursed. In such cases, the Training Course shall be rescheduled as soon as possible. The Customer shall be informed of this by e-mail.

Section 7 Minimum number of participants

With regard to the minimum number of participants, a distinction is made between customised Training Courses, overhaul training Courses and open Training Courses. In the case of customised Training Courses, the Customer is responsible for setting the number of participants. In the case of open Training Courses, the risk of over-subscription lies with the Knorr-Bremse Training Academy. The Knorr-Bremse Training Academy reserves the right to cancel the Training Course if the minimum number of participants for open Training Courses is not reached. In such a case, the Customer shall be informed in advance by e-mail.

Section 8 Cancellation

1. In the event of cancellation of a Customer-specific Training Course or individual places on an open Training Course, the Knorr-Bremse Training Academy shall write out an invoice as a cancellation fee, in the event of cancellation

- Between the 29th and the 10th calendar day before the start of the training: at 50% of the price according to the offer
- Between the 10th and the 5th calendar day before the start of the training: at 90% of the price according to the offer
- From the 4th calendar day before the start of the training: at 100% of the price according to the offer.

2. Cancellations up to the 30th calendar day before the start of the training are free of charge. Cancellation must be received by the Knorr-Bremse Training Academy in writing (e-mail, fax or letter). The date of receipt by the Knorr-Bremse Training Academy is the authoritative date.

3. The Customer is free to register a new participant up to the start of the Training Course if a previously registered participant is unable to attend. The Knorr-Bremse Training Academy is to be notified of the new participant by name in writing (e-mail is sufficient).

4. The full price shall be charged if a participant does not attend the Training.

5. Specifics regarding cancellation conditions can be agreed in a training agreement.

6. These cancellation conditions do not affect the right of both parties to terminate the agreement without notice for good cause.

Section 9 Train the trainer

The Training Courses offered by the Knorr-Bremse Training Academy are tailored to the activities of maintenance personnel and do not constitute "Train

the Trainer" measures. In individual cases, we can review and conduct a "Train the Trainer" measure if necessary. Special conditions can be agreed in a training agreement.

Section 10 Confidentiality; training documents

1. **"Confidential information"** is Knorr-Bremse's business, marketing, technical, scientific, financial and other information, specifications, designs, plans, drawings, software, prototypes or process technologies which, at the time of disclosure by Knorr-Bremse, are marked as confidential (or similar), are communicated under confidential circumstances or would be considered confidential by the Customer by applying reasonable business judgement. This applies irrespective of whether the information was communicated or given physically or verbally.
2. The Customer undertakes to keep all Confidential Information strictly secret, neither to disclose such information nor use it for any purpose other than the business relationship with Knorr-Bremse. This applies to all third parties, including unauthorised employees or freelancers if disclosure is not required to honour the obligations resulting from this agreement.
3. Confidential information does not include information if (i) the information was or became generally known or publicly available without any action on the part of the Customer, (ii) the information was already held by the Customer prior to receipt of the information from Knorr-Bremse, (iii) the information was lawfully obtained from a third party who had the right to disclose such information, or (iv) the information was independently developed by the Customer without access to the Confidential Information.
4. The Knorr-Bremse Training Academy exclusively holds the rights of use to all teaching and learning materials, e-learning modules and the software used in the Training. Furthermore, these documents are not subject to any updating service and are made available in a non-editable format. They are intended for the personal use of the training participants.
5. Training Courses may not be filmed or recorded in any other way.
6. Although the documents have been prepared with the utmost care, in exceptional cases they may contain incorrect or unclear statements for which the Knorr-Bremse Training Academy accepts no responsibility. However, this does not affect the regulations in Section 15.
7. The training documents are not for sale, but are made available to the Customer exclusively as part of a Training Course by the Contractor in a form to be selected by the Contractor (e.g. provision via a download link).
8. Consequently, the Customer only receives a simple, non-transferable and non-sublicensable right of use to use the training documents and/or the software used exclusively as part of the respective Training Course and only for the purpose of the Training Course.
9. The Customer's layout may be used, if a Customer and the Knorr-Bremse Training Academy agree in writing on a training development as well as a "Train the Trainer" measure. The Knorr-Bremse Training Academy's own layout is used without exception in Training Courses.

Section 11 Training development

In the case of open Training Courses, the cost of training development is already included in the participant price. In the case of customised Training Courses, training development costs may be incurred. This shall be agreed in advance between the Customer and the Knorr-Bremse Training Academy. If training development is ordered, the price of this shall be agreed between the Customer and the Knorr-Bremse Academy.

Section 12 Cooperation by the Customer

1. The Customer is responsible for making available all documents required to apply for visas, entry permits and other documents required by the immigration, transit and residence regulations of the destination country or any countries of interim residence. The furnishing of information about the legal provisions and customs of the destination country as well as on any safety precautions is also the responsibility of the Customer. The Customer shall also obtain all permits and access passes required for the provision of the Training at the intended venue(s).
2. If a Training Course is held at the premises of a Customer of the Knorr-Bremse Training Academy, the Customer is to make the following infrastructure available:
 - Parking space for the duration of the Training
 - Training room with OHP and flipchart
 - System-relevant documents, special tools, spare parts and maintenance materials in accordance with Knorr-Bremse documentation
 - Required workshop infrastructure, including testing and measuring equipment in accordance with Knorr-Bremse documentation, sufficient compressed air supply, power connections and lifting equipment for the duration of the Training Course
3. If Training is conducted as online training, it shall be conducted via Microsoft Teams, unless otherwise agreed between the Customer and us. Participants are requested to switch on their cameras during the Training to promote interactivity and, therefore, ensure an appropriate level of Training. The technical equipment required for the online Training, such as an end

device with a camera, is to be made available by the Customer at their own expense.

4. The Customer shall provide a contact person for the trainer for the preparation and in the event of problems in respect of providing the Training. Such a contact person is to be named in writing (e-mail is sufficient) prior to the Training.
5. The Customer is to guarantee a safe working environment. In addition, the Customer shall ensure that all necessary authorisations are available for the training participants to conduct the Training in the intended area. Furthermore, the Customer shall grant the trainer permission to enter the railway infrastructure with the training order in compliance with the locally applicable regulations.
6. Training participants are to bring their personal protective equipment (PPE) for practical training sessions in accordance with their area of activity and the associated work risks.
7. The Training Courses of the Knorr-Bremse Training Academy are conducted exclusively in German or English. Should the Customer require another language, they are to provide an interpreter. The costs of such an interpreter and the translation costs of the training documents shall be borne by the Customer.
8. If the Training is to be conducted by the Contractor based on documents made available by the Customer (i.e. relevant technical documents that the Customer has created as part of its maintenance and servicing, in particular relevant brake protocols (Br) 0-3, as well as maintenance instructions), the Customer shall make these documents available to the Contractor in text form (e.g. e-mail) at least 14 calendar days before the start of the Training. The Contractor reserves the right to decide, after reviewing the documents, whether they are sufficient as a basis for the Training. However, the content of the documents created by the Customer and made available to the Contractor in accordance with this Section 12 (8) shall expressly not be reviewed, in particular there shall be no review for lawful usability and function. If, in the Contractor's opinion, the documentation submitted on time is not sufficient, or if it was not submitted by the Customer or was submitted later than 14 calendar days before the start of the training, the Contractor reserves the right to decide at its reasonable discretion whether the Training shall be held. In the event that the training does not take place due to insufficient or late submission of documents, the cancellation conditions in Section 8 shall apply, i.e. the Contractor shall be entitled to amend the Customer corresponding cancellation fees. The aforementioned shall apply accordingly if the Customer has not provided a Customer instruction regarding the limited review of the documentation by the Contractor at least 5 calendar days before the start of the training. The Customer instruction is to be signed (by e-mail as a pdf scan is sufficient) and sent to the Contractor.

Section 13 Certificate of attendance

Participants shall receive a certificate of attendance once the Training has been completed. If Training Courses include a final test which the participant does not successfully complete, the participant shall not receive a certificate of attendance.

Section 14 Additional conditions for overhaul Training Courses

1. Overhaul of the unit is carried out in accordance with the current and approved valid Knorr-Bremse documentation. The leading document is the respective overhaul manual and the corresponding spare parts catalogue with the associated documentation of the subassemblies. The
 - Spare and replacement parts
 - Operating and auxiliary equipment
 - Tools, special tools and measuring equipment
 - As well as the necessary infrastructure (e.g. transport and lifting equipment, press-in and press-out equipment and suitable cleaning equipment etc.)
 are to be made available by the Customer.
2. The prerequisite for conducting overhaul training and its equipment tests is compliance with the Knorr-Bremse test specification as stated in the respective, valid, version and, in particular, availability of a functioning and calibrated Knorr-Bremse test bench. The Customer shall provide a trained test bench operator to conduct the overhaul training.
3. Overhaul training is only conducted on original Knorr-Bremse test benches. If the Customer does not have an original Knorr-Bremse test bench, training shall only be provided on how to perform disassembly and assembly. Further training steps for equipment testing are not taken.
4. Knowledge of the functionalities of the device to be overhauled is the basis for participation in the overhaul training.

Section 15 Liability

1. We make available technical information in the Training as well as in the training documents to the best of our knowledge and belief. However, subject to the following restrictions in this Section 15, We do not accept any liability for any information provided verbally or in writing during the Training Courses



or contained in the training documents that are handed over. Similarly, We assume no liability for any resulting damage or consequential damage.

2. We assume no liability or other responsibility for the content of Training Courses insofar as they are based on and/or related to any documentation made available by the Customer. We are not, in particular, liable for the legality, correct nature or functioning of the specifications used in the training, insofar as they are based on the documentation made available by the Customer and/or are related to this.

3. In any case, however, We shall be liable without limitation for intent and gross negligence. In the case of basic negligence, We shall only be liable for and limited to the foreseeable damage typical for the contract, insofar as an obligation is violated, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the Customer may regularly rely (cardinal obligation).

4. With regard to cases of initial impossibility, We shall only be liable if We were aware of the performance hindrance or the lack of knowledge is due to gross negligence.

5. The aforementioned limitations or exclusions of liability shall not apply in the event of fraudulent concealment of a defect, resulting from the assumption of a guarantee or to claims under the German Product Liability Act and in the event of loss of life, physical injury or detrimental effects on health.

6. Similarly a limitation or exclusion of our liability also applies to the personal liability of our employees, personnel, staff, representatives and vicarious agents.

Section 16 Safeguarding clause

In the event that any of the aforementioned provisions are invalid, this shall not affect the validity of the remaining provisions.

Section 17 Place of jurisdiction, applicable law

1. Munich is deemed the exclusive place of jurisdiction for all disputes resulting from and in conjunction with these Service Conditions.

2. The law of the Federal Republic of Germany applies exclusively by way of exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).