General Contractual Terms and Conditions of Deutsche Bahn AG and its Affiliated Companies (hereinafter referred to as the "Client") for the Acquisition of IT/Telecommunications Systems (AVB Acquisition of IT/Telecommunications Systems), Version from June 3, 2019

**General Provisions, Integrity Clause**

### 1.1 These Terms and Conditions of Acquisition 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:

- **a)** Serious offenses that have been committed in the course of business. These include criminal offenses that involve, in particular, fraud, abuse of trust, document forgery, or similar offenses,
- **b)** Offering, promising, or granting undue benefits to any civil servant, public official, or other office holder or person specifically bound to carry out public service duties (bribery or granting an undue advantage), or members of the Management Board, managing directors, or other employees of Deutsche Bahn AG or its Group companies (bribery in business conduct),
- **c)** Offering, promising or granting undue benefits to any person engaged in a freelance capacity by Deutsche Bahn AG or its Group companies who is active in the award or execution of a contract, e.g., technical designers, consultants, and project control officers,
- **d)** In connection with the activity of the Contractor for Deutsche Bahn AG or its Group companies, offering, promising, or granting undue benefits to any other German or foreign civil servant, public official, or other office holder or person specifically bound to carry out public service duties or to any employee or appointee of any other businesses in relation to the initiation, award, or execution of a contract by third parties,
- **e)** Any unauthorized procurement, securing, use, or communication of commercial 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 commercial information of the Client entrusted in the course of business dealings, including any such material supplied on data storage media,
- **f)** Violations of regulations designed to protect unimpeded competition; in particular, violation of hardcore antitrust 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 (GWB) (price, bidding, quantity, quota, customer allocation and territorial agreements)
- **g)** Violations of economic sanctions or the circumvention of European Union sanctions, especially an infringement of Council Regulation (EC) No. 2580/2001 or Council Regulation (EC) No. 881/2002 and Council Regulation (EU) No. 753/2011 (anti-terrorism regulations) or of another applicable national, European, and international embargo or trade-control regulations, and
- **h)** Other serious offenses or gross misconduct. These include criminal offenses; in particular, terrorist offenses, involvement in a criminal organization, money laundering, and terrorism financing, child labor, and other forms of human trafficking or similar offenses.

Gross misconduct in the aforementioned sense shall also be deemed to have been committed if persons who are associated with the employees, managing directors, or Management Board members of the DB Group are offered, promised, or granted undue benefits and if specific planning and tendering assistance is provided in order to subvert competition.

### 1.3 If, at the time of awarding the contract, the Contractor or persons appointed by it or acting on its 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. The right to prove loss or damage of a different value and claim damages accordingly shall remain unaffected. Furthermore, other contractual or legal claims of the Client shall remain unaffected.

### 1.4 If, in the context of awarding or providing services, an employee, a managing director, or a member of the 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 it is not responsible for the infringement. The penalty shall amount to:

- **a)** 7% of the net contract value if the gross misconduct is committed by a managing director or member of the Management Board of the Contractor,
- **b)** 5% of the net contract value if the gross misconduct is committed by an agent holding full power of attorney or authorized representative, or
- **c)** 2% of the net contract value if the gross misconduct is committed by other employees of the Contractor or by subcontractors, but the minimum contractual penalty shall amount to €5,000. This contractual penalty shall not affect the rights of the Client to claim damages for misconduct. However, in this case, the contractual penalty shall be offset against any such claims for damages. It shall be possible to assert such claims until the final payment is made.

A contractual penalty in accordance with this provision shall be applicable 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 restriction of competition according to Item 1.3 and concurrent acts of gross misconduct according to Item 1.2 (whereby the same offender commits several separate acts of gross misconduct punishable under criminal law or whereby one and the same act of gross misconduct is an offense against several different statutory provisions) shall not be subject to the contractual penalty. Item 1.3 shall apply conclusively in this regard.

### 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 Managing Board of the Contractor:

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

The extent of the ban and the readmission to the competitive tendering process is 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 towards 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 suspicion. Furthermore, if such gross misconduct lies within the sphere of the Contractor, the Contractor is obliged to investigate the circumstances of the case immediately. If the suspicion is confirmed, the Contractor is obliged to take appropriate specific technical, organizational, and personnel measures to terminate the misconduct without delay.
3.7 To make it possible to establish and organize legally compliant business relations and in the scope of their contractual relationships, the Client and the Contractor shall each give their consent to the other party for regular mutual checks of their information against the latest versions of the sanctions lists based on Regulations No. (EC) 2580/2001, (EC) 881/2002, and (EU) 753/2011 (anti-terror regulations), and other applicable national, European, and international embargo and trade-control regulations. When doing so, they shall observe all relevant provisions based on data protection law, especially with regard to data minimization and data security.

The Contractors declares that its company and its employees are not listed in any of the above sanctions lists. The Contractor undertakes to purchase the IT/telecommunications technology which the Client intends to scrap if the Client requires it. The Contractor is obligated to inform itself about the respective systems, in addition to any agreed software adjustment services, when fulfilling the contract, the Client is entitled to request free consultation with the system. 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 is obligated to inform the Client of any obstruction to execution of the contract if any matches are found during the aforementioned checks.

2 Documentation

2.1 The documents transferred to the Contractor may not be made accessible to third parties, duplicated, or used for a purpose other than that agreed without the consent of the Client. They must be returned on request.

2.2 The Contractor is obligated to deliver the entire documentation in the German language along with the IT/telecommunications system. The software documentation encompasses the user manual, product information, and the installation manual.

3 Execution of the Service, Free Issue Materials

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 terms 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. It is excluded if these are associated with compliance to default or non-performance) and the assertion of other rights by the Client. 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.

6 Collaboration of the Client

6.1 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.

6.2 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.

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

7 Place of Performance, Transport, Packaging

7.1 The place of performance shall be the Client’s reception point as specified in the contract.

7.2 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.

8 Termination or Withdrawal for Cause

8.1 The Client may terminate or withdraw from the contract for cause, in particular, if the Contractor breaches the contract to such an extent that the Client can no longer be reasonably expected to continue cooperation, such as in the event of a material breach of the principles and requirements stated in the agreed Code of Conduct for Business Partners, if multiple single breaches of contract exceed the limit of acceptability, or if the Contractor has suspended its payments not only temporarily, the
right to manage and dispose of his assets has been transferred to a preliminary insolvency administrator, the Contractor's assets are subject to insolvency proceedings, or an application to commence insolvency proceedings has been rejected for lack of sufficient assets. A termination without notice generally requires a previous written warning.

8.2 Notice of termination must be given in writing.

9 Delivery, Acceptance, Passage of Risk, Passage of Ownership

9.1 Insofar as the Contractor owes no installation or bringing about of operationality, the Client shall confirm the handing over of the object of delivery at the receipt 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 days.

Should the Contractor install the system and/or bring about its operationality, 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 business days. If the Client neither confirms nor refuses acceptance within the aforementioned period, the service shall be deemed to have been accepted. The service shall also be deemed to have been accepted if it is used productively by the Client without reservations.

9.2 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.

9.3 Risk shall transfer to the Client when confirmation of receipt is provided at the point of handover or upon acceptance.

9.4 Ownership shall transfer to the Client when confirmation of receipt is provided at the point of handover or upon acceptance.

9.5 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 contract, 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.

9.6 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.

9.7 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.

10 Claims for Defects

10.1 The statutory provisions shall 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 the plans, drawings, calculations and other execution documents provided by the Contractor as "seen" or similar.

b) In cases of particular urgency and/or where there is a risk of delay, the Client may, if it deems the deadline set for supplementary performance to be unreasonable, undertake self-performance in order to rectify the defect and demand compensation of the necessary expenses. The Client shall immediately inform the Contractor of any such defect claims and of the nature and scope of the urgent measures.

c) The Client may grant the Contractor a reasonable deadline 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.

d) 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.

e) The limitation on defect claims shall also be suspended if the Contractor claims 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, 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, Section 5.3 shall apply accordingly.

11 Data Privacy, Confidentiality, Security of the Client’s IT Systems

11.1 The contracting parties commit themselves, and all persons entrusted by them with the fulfillment of the contract, to comply with the statutory regulations concerning data protection and to ensure that information or documents transmitted from the other contract partner concerning personal data, company or business secrets, or information or documents of the other contract partner that are labeled as confidential or are recognizable as confidential remain transferred to third parties without authorization or are not used for any purpose other than the purpose(s) contractually agreed. The contracting parties shall obtain corresponding undertakings from all those persons entrusted by them with the processing or fulfillment of the contract, and they shall verify this undertaking to the other contract partner upon request.

11.2 The contracting parties shall reliably protect all information or documents of the other contract partner that are explicitly identified or recognizable as secret or confidential from unauthorized access by their own employees or third parties. Each of the contracting parties may request that the other party inform it of the nature and extent of the security measures.

11.3 The contracting parties may terminate the contract without notice if the other contracting party violates its above obligations. Termination without notice generally necessitates a warning. Any damage compensation claims shall remain unaffected.

11.4 If execution of a service by the Contractor is associated with activities for which, in the opinion of the Client, the conclusion of an order data processing contract within the meaning of Article 28 GDPR, Section 62, (5) of the German Federal Data Protection Act (BDSG) is required, the Contractor shall be obliged to prompt negotiate and conclude such a contract based on the standard sample contract of the Client or one of its affiliated companies, 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 an order data processing contract or any other privacy agreement based on a sample contract specified by the Client.

11.5 Direct or covert access to the information systems (operational systems, networks, programs, datasets) of the Client and its affiliated companies is permitted to the Contractor upon conclusion of a supplementary contract within the meaning of Item 11.4 only if it has received express access authorization in writing from the Client; such access authorization is restricted to the expressly approved and deployed employees of the Contractor or its sub-contractors. Transfer of access authorizations to third parties is forbidden. Any access authorization granted may be used only in the context of the contractually assumed services.

11.6 If conditions of use exist for the connection of devices to data networks of Deutsche Bahn (hereinafter "conditions of use"), the Contractor shall comply with these when using the information systems of the Client and its affiliated companies. The Contractor shall not establish a connection to the data network unless these regulations are complied with. Upon written request, the Client shall make the conditions of use available to the Contractor.

11.7 The Contractor undertakes to make proper use of its deployed IT/OT systems (e.g., notebooks, etc.) in the data networks of the Client and its affiliated companies. The Contractor may use only IT/OT systems that
11.8 The use of hacking tools, sniffer software, etc. is forbidden unless this has been expressly approved. The Contractor is responsible for guaranteeing that there is no network coupling between the Client’s data networks (and those of the companies associated with it) and other data networks.

11.9 After termination of the contractual relationship, at all the Contractor’s and its sub-contractors’ primary and secondary locations, the Contractor undertakes immediately to securely and sustainably delete, destroy or return to the Client all data connected to the contractual relationship, unless it is legally obliged to retain the data. Upon request, the Contractor shall provide evidence of this to the Client.

11.10 The Client reserves the right to carry out blocks or monitoring as a result of government agency orders or in line with the conditions of use. Also, interruption of network access shall be possible at any time if the devices of the Contractor that are connected to the network in any way affect the operating security or the operating behavior of the network or of other devices or software connected to the network.

11.11 The aforementioned applies subject to differing regulations concerning the handling of personal data in the contractual relationship in accordance with Section 11.4.

12 Property Right Infringements

12.1 The service performed by the Contractor must be free of third-party rights – in particular, of copyrights and industrial property rights. If use in accordance with the contract is restricted or forbidden due to the infringement of third-party property rights, the Contractor is obliged, at its own choice, to either change the 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 right of use so that the software or documentation can be used by the Client in accordance with the contract and without restriction or additional costs.

12.2 If the Contractor delivers updates, upgrades, or a new version of the software to rectify defects of title, it shall demonstrate their functional capability to the Client at its own expenses and shall deliver the associated documentation in the German language in both printed and electronic form.

12.3 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 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 of indemnity shall lapse after a period of ten years from the date of establishment of this right, irrespective of the Client’s knowledge or grossly negligent ignorance.

12.4 If the Contractor fails to comply immediately with its obligations in accordance with Section 12.1, Section 5.3 shall apply accordingly.

12.5 Furthermore, the statutory regulations regarding the liability for defects of title shall apply.

13 Rights of Use

13.1 The Contractor shall grant the Client the irrevocable, transferable, non-exclusive, and locally restricted material usage right to the software and documentation at the time of their transfer and without special remuneration.

13.2 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.

13.3 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.

14 Invoices, Prices, Supplements

14.1 Each contract (plus any supplements) shall be settled by means of an invoice. Invoices on account, partial invoices, partial final invoices, and final invoices must be labeled as such and numbered consecutively. Invoices with no specific labeling shall be treated as final invoices.

14.2 Subject to value added tax (VAT) regulations, the invoice must specify the ordering party, the receiving location, the number and date of the contract, and the Contractor’s tax number assigned by the tax office or its VAT identity number. If any of the agreed details are not included in the invoice and this results in a delay in processing the invoice at the Client’s end, the Client shall not be responsible for the delay.

14.3 The price/remuneration applies free to the receiving station, including packaging. The price/remuneration is a fixed price and excludes change orders. With this price/remuneration, all services to be performed by the Contractor pursuant to this Contract shall be settled, including ancillary services, travel expenses, out-of-pocket expenses, and transfer of usage rights, as well as costs for packaging, insurance, and transportation.

14.4 The price does not include the Contractor’s statutory value added tax (VAT). VAT shall be paid only 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.

14.5 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.

15 Spare Parts

15.1 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.

15.2 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.

15.3 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.”

16 Payment, Discount

16.1 Payment must be made by bank transfer. Compliance with the payment period shall be determined by the date of receipt of the transfer order by the Client’s bank.

16.2 The payment period is 21 days with a 3% discount or 30 days net.

17 Assignment of Claims, Right of Lien, Offsetting

17.1 The Contractor shall not be permitted to assign its claims against the Client to a third party. Section 354a of the German Commercial
17.2 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.

17.3 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.

17.4 The Client shall be entitled to full rights of lien and offsetting.

18 Written Form, Severability Clause, Applicable Law, Place of Jurisdiction, Language

18.1 There are no additional agreements to the contract unless the individual contract makes explicit reference to additional agreements. Any amendments or additions to the contract – including this clause – shall be agreed in writing for the purposes of verification.

18.2 Should any individual provisions of this contract be or become void, the remainder of the contract shall remain unaffected. The void provision shall be replaced by the relevant statutory regulation.

18.3 The contract and any claims resulting from it shall be subject to German law only.

18.4 If the conditions for a jurisdiction agreement exist, the legal venue shall be the place at which the Client has its registered office. However, the Client is also entitled to invoke the courts at the place where the Contractor has its registered office.

18.5 Only the German version of this contract is valid and legally enforceable. Unless otherwise expressly agreed in the contract, all documents shall be created in the German language, and all statements shall be issued in the German language.

19 Group Transfer Clause

The Client is entitled to transfer its rights and obligations from the contract to its affiliated Group companies without requiring the consent of the Contractor. The provisions concerning the transferability of usage rights, the legal provisions for the transfer of claims of this contract shall remain unaffected.

20 Upper Limit for Contractual Penalties

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

(HGB) shall remain unaffected.