

## **General performance conditions for training courses and refresher training courses at the Knorr-Bremse Training Academy**

The portfolio of the Knorr-Bremse Training Academy (referred to below also as: “contractor” or “we”) covers all training courses and refresher training courses in the field of braking systems.

These performance conditions apply to all services which we provide to the client (referred to below also as the “client” or “customer”) within the scope of the Knorr-Bremse Training Academy and to the exclusion of the client’s different terms and conditions, unless agreed otherwise in writing. They apply also to all future business dealings with the client, even if they are not subsequently expressly agreed.

These performance conditions apply only in relation to companies in the sense of § 14 para. 1 BGB and legal persons under public law and separate funds under public law in the sense of § 310 para. 1 BGB. A company in this sense is a natural of legal person or a partnership having legal capacity to enter into a legal transaction relating to their trade or professional activity.

### **1. Training courses provided by the Knorr-Bremse Training Academy**

The distinction is made between the following types of training course:

a. Individual customer training courses offered in the training course catalogue

The customer has the choice of location for the individual training course either at his own workshops or in the training rooms at the Knorr-Bremse Training Academy. In this case only the client’s personnel participate in the training course. Other customers cannot participate in this type of training course. Bookings are made by the client using the training course portal of the Knorr-Bremse Training Academy. When an individual customer training course is booked, the prices quoted may differ. These are agreed as necessary in a training course contract between the client and contractor.

b. Open training courses

Open training courses are offered on the training course portal for specified dates at a specific location. The content and the duration of the training courses can be viewed on the training course portal. The price of these training courses can be viewed on the training course portal, and the portal allows the customer to enrol his employees directly on to the course. The invoice is raised on the basis of the order after the end of the training course.

c. Regular refresher training courses

Regular refresher training courses are annual repeat training courses which are offered both as individual customer training courses and also as open training courses. The content of these training courses can be specified by the client. For the open training courses the topics can be specified by discussions with the Brake Competence Centre of DB System Technology in Minden. The contents can be viewed on the training course portal.

### **2. Content of the training courses offered by the Knorr-Bremse Training Academy**

The contents of the training courses are defined in the training course profiles. These form the basis of the training courses catalogue of the Knorr-Bremse Training Academy, which can be viewed on the training course portal. These apply to both for individual customer training courses and to open training courses.

### **3. Number of participants**

Because of the demanding nature of the technical information and the practical content to be communicated during the training courses run by the Knorr-Bremse Training Academy, the number of participants listed in the training course catalogue cannot be exceeded.

### **4. Booking places on training courses**

Participants for each presentation of the training courses are booked on the training course portal of the Knorr-Bremse Training Academy. This is the case both for open training courses and also for individual customer training courses.

### **5. Prices for training courses**

The prices listed on the training course portal are individual prices per participant. The prices for the individual customer courses may vary from this and will be agreed separately between the client and the Knorr-Bremse Training Academy. The prices shown on the training course portal are applicable for the current trading year. If training courses extend beyond the end of the trading year, the prices quoted remain applicable. Travel costs

for individual customer training courses held away from the training rooms of the Knorr-Bremse Training Academy are treated as separate items. These are also included in the quotation. The prices are nett of the statutory VAT. This will be separately itemised on the invoice at the statutory rate applicable. For supplies within the European Union the client must supply his VAT number to show his eligibility for zero-rate VAT supplies. The VAT number should be notified well in advance of the contractually agreed date of the training course. If we have not received this notification completely and in good time we reserve the right to charge VAT at the statutory rate currently prevailing. Special prices for training courses can be agreed within the training course contract. If the client is late in making the due payment, we are entitled to demand interest at the rate of 9 % points above the base rate. The right to plead force majeure is unaffected by this provision. In other respects the statutory provisions are applicable.

#### **6. Invoicing for training courses**

The invoicing of training courses is performed according to the quotation by the Knorr-Bremse Training Academy. The system generates a quotation to the client after he has made a booking on the training course portal. The client must acknowledge this with a written order no later than 2 weeks before the start of the training course. This applies both to individual customer training courses and open training courses. On completion of the training course the invoice is raised by the Knorr-Bremse Training Academy. Special arrangements for invoicing training courses can be agreed within the training course contract.

#### **7. Training course cancellation**

If the training instructor or any necessary resources are unavailable for a significant reason such as illness, technical defect etc., the Knorr-Bremse Training Academy reserves the right to postpone training courses. No reimbursement of travel costs or compensation for participants' lost time will be granted. In such cases the training course will be resumed as soon as possible. The customer will be informed of this in writing.

#### **8. Minimum number of participants**

The minimum number of participants is treated differently between an individual customer training course and an open training course. For an individual customer training course the load on the facilities is the responsibility of the client. For an open customer training course it is a question of the load on the facilities of the Knorr-Bremse Training Academy. If for an open training courses the number of participants falls below the minimum figure, the Knorr-Bremse Training Academy reserves the right to cancel the training course. In this event the client will be informed in writing in advance.

#### **9. Cancellation**

For cancellation of individual customer training course or individual places on training course on an open training course, the Knorr-Bremse Training Academy will invoice a cancellation fee as follows:

- Between the 29th and the 10th calendar data day before the start of the training course: 50% of the contractual price
- Between the 10th and the 5th calendar data day before the start of training course: 90% of the contractual price
- From the 4th calendar day before the start of training course: 100% of the contractual price.

There is no charge for cancellations up to the 30th calendar day before the start of the training course.

The notice of cancellation must be delivered in writing to the Knorr-Bremse Training Academy (by e-mail, fax or letter). The relevant date is the date when the cancellation arrives at the Knorr-Bremse Training Academy. The customer is entitled to nominate a substitute participant up until the start of the training course, if a participant previously registered is unable to attend. The name of the new participant must be notified to the Knorr-Bremse Training Academy in writing.

If a participant fails to attend a training course, the full price for the participant will still be invoiced. Special arrangements for cancellation of training courses can be agreed within the training course contract. The right of both parties to give notice of cancellation of the contract in exceptional circumstances remains unaffected by these cancellation provisions.

#### **10. Training the training instructor**

The training course offered by the Knorr-Bremse Training Academy is tailored to the activities of maintenance personnel and do not include any content relevant to training the training instructor. In individual cases the Knorr-Bremse Training Academy can study and where necessary perform content for training the training instructor. Special terms for this can be agreed within the training course contract.

#### **11. Rights to use the training course documentation**

The Knorr-Bremse Training Academy holds the exclusive rights to use the teaching and learning material, e-learning modules and software used during the training course. Furthermore this documentation is not subject to the revisions service, and is supplied in a non-editable form. It is intended for personal use by the training course participants.

Although the utmost care is taken when creating the documentation, in exceptional cases it may still contain incorrect or unclear statements; Knorr-Bremse accepts no responsibility for these.

The training course documentation is not offered for sale, it is provided exclusively as part of a training course.

The client therefore is granted merely a simple non-transferable right of use of the training course documentation and/or the software used. This right cannot be sub-licensed and can be used exclusively in the context of the respective training course and only for the purposes of the training course.

Insofar as a client and the Knorr-Bremse Training Academy agree in writing regarding a training course development and training the training instructor content, the customer's layout can be used. For training course, the Knorr-Bremse Training Academy uses its own layout, without exception.

#### **12. Training development**

For general training courses, the cost of developing the training course is included in the price charged to the participants. Training course development costs may be charged for training courses offered to individual customers. These will be agreed in advance between the client and the Knorr-Bremse Training Academy. If a training course development is ordered, the price for this will be agreed between the client and the Knorr-Bremse Training Academy.

#### **13. Cooperative requirements from the clients**

The duties and requirements on the client in respect of the training courses are listed below. Additional agreed requirements may be defined within the terms of the relevant training course contract.

- a. The customer is responsible for provision of all documentation necessary for application for visas, travel approvals and other documents required for immigration passes, travel passes and residence passes for the destination country and for any countries where an intermediate stay may be required. The customer is also responsible for provision of information on statutory provisions and the customs of the destination country together with any safety precautions. In addition the customer will procure all approvals and access passes necessary for performance of the training course and for the intended presentation location(s).
- b. If a training course is provided by the Knorr-Bremse Training Academy at the customer's premises, the customer must provide the following infrastructure:
  - i. A training room with projector and flip chart
  - ii. Availability of the vehicle throughout the training course
  - iii. System-relevant documentation, special tools, spare parts and maintenance materials in accordance with the Knorr-Bremse documentation
  - iv. Necessary workshop infrastructure including test and measurement equipment as specified in the Knorr-Bremse documentation, sufficient supply of compressed air, power supply and lifting gear for the duration of the training course
  - v. The client will provide a contact person for the training instructor, for contact during course preparation and resolution of problems arising in delivery of the training course. This contact person will be nominated in writing before the start of the training course.
  - vi. The customer will ensure a safe working environment. In addition he will ensure that all the necessary rights are granted for those participating in the training course, so that the training course can be performed in the area provided. Furthermore the client will provide the training instructor with a letter of appointment for the training course, giving authorisation to enter the railway infrastructure in compliance with the local regulations in force.

- vii. For practical training courses the participants must bring with them their personal protective equipment (PPE) appropriate to their area of activity and the associated occupational hazards.
- viii. Training courses at the Knorr-Bremse Training Academy are conducted exclusively in German or English. If the client requires a different language he must provide an interpreter. The costs of this interpreter and the costs of translating the training documentation will be borne by the client.

#### **14. Certificate of participation**

On completion of the training course the participants receive a certificate of participation. If the training course includes a final test and the participant fails this test he will not be given a certificate of participation.

#### **15. Additional conditions for overhaul training**

A pre-condition for performance of training courses for testing devices in the course of overhaul training is compliance with the current issue of the Knorr-Bremse test instructions, and in particular the availability of an operational and calibrated Knorr-Bremse test bench.

Overhaul training courses are provided exclusively in respect of original Knorr-Bremse test benches. If the customer does not have an original Knorr-Bremse test bench available, the training course will teach exclusively the performance of disassembly and assembly. Further training course steps relating to testing the devices will not be performed.

For overhaul training the customer will provide exclusively personnel to be trained in operation of the device to be tested and/or the test bench.

#### **16. Liability**

In the training courses and in the training course documentation we convey technical information to the best of our knowledge and understanding. Subject to the following limitations in this clause 16, we accept no liability however for any information conveyed verbally or in writing during the training courses, or contained in the training course documentation that is given out. We also accept no liability for resulting damages or consequential damages.

However we accept liability without limitation for all cases of deliberate actions and gross negligence.

For simple negligence we accept only liability limited to foreseeable damages typical of the contract, where we have failed in our duty to perform the contract in a proper manner in matters for which the client can reasonably rely on our performance (cardinal duties).

For cases where from the outset performance was impossible we accept liability only where the factor preventing performance was known or where the lack of awareness constitutes gross negligence.

The above limitations of liability and exclusions of liability do not apply in cases of malicious concealment of a fault, of undertaking a warranty and for claims under the Product Liability Act and for damage arising from injury to life, physical injury or damage to health.

Where our liability is excluded or limited, the same also applies to the personal liability of our staff, contractors, employees, representatives and assistants.

#### **17. Severability clause**

Should any of the above provisions prove impractical, this shall not affect the validity of the remaining clauses.

#### **18. Court of jurisdiction, applicable law**

Munich is agreed as the court of jurisdiction for all disputes arising from the business relationship.

The laws of the Federal Republic of Germany are applicable, and the provisions of private international law are excluded. The provisions of the UN Convention on Contract for the International Sale of Goods (CISG) are excluded.