

General repair conditions / General Terms and Conditions of Refurbishment

1. Services are provided in accordance with the client's agreed instructions and otherwise in accordance with the relevant statutory regulations for Germany and the recognised rules of technology
2. Services are provided exclusively in accordance with the maintenance regulations and other specifications of the Client. SOILTEC is neither authorised nor obliged to supplement these. If no other documents are available, the reconditioning shall be based on the relevant reconditioning instructions of the manufacturer and SOILTEC's own regulations. The reconditioning shall otherwise be carried out in accordance with the relevant statutory regulations for Germany and the recognised rules of technology.
3. The place of fulfilment is the Contractor's registered office.
4. The delivery to the Contractor's place of business and the return of the components to the Client shall be carried out by and at the expense of the Client. Dates in this regard must be agreed in writing. The Client must announce planned deliveries in writing in advance. The Contractor shall confirm the delivery date in writing, usually by e-mail, provided there are no objections to this.
5. The service may be refused if the client is in arrears with the settlement of a claim for diagnostic/processing services already rendered until the invoice has been demonstrably settled. The Client hereby grants the Contractor a lien on the items handed over to the Contractor by the Client for the claims arising from the Contractor's performance.
6. The Contractor may demand interest-free advance payments, down payments, instalments or partial payments, particularly in the case of cost-intensive material purchases. If the Client does not fulfil the request for the provision of security within 10 calendar days, the Contractor may refuse to provide the services without further notice until the security has been provided. Securities must be returned on request if the conditions for their provision no longer apply. Advance payments must be made at least 5 bank working days before the respective consideration is due and will be offset against the next invoice. The obligation to make any instalment payments shall remain unaffected by this.
7. The Client shall provide the Contractor with all documents, software, tools and other material required for the performance of the refurbishment free of charge as materials in its possession in good time before the start of the maintenance work and at the latest when the components are handed over. The Client warrants that all materials provided to the Contractor are free of third-party rights that restrict or exclude their use in accordance with the contractually agreed scope. The Client shall indemnify the Contractor in full against all claims by third parties in connection with an alleged or actual infringement of such rights and the associated costs (e.g. legal fees).
8. The client is responsible for the operationally safe condition of its components, systems and/or vehicles. He alone defines the operationally safe target condition of the components, systems and/or vehicles. The client alone decides on any changes to the maintenance plan or the design of the components, systems and/or vehicles. The following applies in particular to the reconditioning of railway vehicle components:
The contractor does not assume any ECM function (ECM = "Entity in Charge of Maintenance"); this is the responsibility of the client.
9. Additional work or unscheduled services have an impact on agreed deadlines and execution times and are subject to remuneration. Additional expenditure and unscheduled services depend on the respective condition of the object of performance and are not foreseeable; in particular, the availability of the required spare parts is also important. The Contractor shall submit a supplementary offer or quotation to the Client for the performance of additional or unscheduled work, considering the changed remuneration and performance time. This is not necessary if the additional expenditure or the unscheduled service for reconditioning does not cause more than 20% of the net maintenance costs offered per component. The Contractor shall provide these services without prior consultation with the Client.

10. The warranty period for the Contractor's services shall be 12 months from the handover of the refurbished assemblies to the transport company. No warranty of durability or guarantee of durability is agreed. The Client must notify the Contractor in writing of any recognisable defects immediately upon receipt. If hidden defects only become recognisable after handover, the Client must notify the Contractor of these in writing immediately after discovery. The notification must contain a sufficiently specific description of the defect to enable the Contractor to identify and rectify the defect. Excluded from the warranty are all defects caused by faulty operation, faulty or incorrect storage of the materials, non-compliance with the operating and maintenance instructions, interventions by the Client, use of raw materials, auxiliary materials and operating materials other than those defined in the operating instructions, as well as defects caused by wear and tear or by deviations from the specific application profile of the components.
11. The Contractor shall not be responsible for defects caused by components that have not been commissioned, parts or parts of components or parts of the higher-level assembly that can be used as well as in the case of processing by third parties commissioned by the Client.
12. The Contractor shall not provide any warranty for design-related defects and defects that are subject to the warranty obligation of the original manufacturer (OEM). If there is no warranty case, the Contractor may invoice the Client for the cost of testing and rectifying the defect on a time and material basis.
13. The Contractor shall only be liable in the event of demonstrably willful or grossly negligent causation of damage. In the event of gross negligence, the Contractor's liability shall be limited to the foreseeable, typical damage, however, limited to a maximum of 50 % of the order value of the service concerned, but in total to a maximum of 30 % of the order volume.
14. Under no circumstances shall the Contractor be liable for consequential or indirect damages. In particular, the Contractor shall not be liable for loss of profit, loss of savings, loss of production and utilisation or business interruption.
15. All claims for damages shall lapse one year after the injured party recognised or could have recognised the damage.
16. The Contractor is covered by liability insurance. At the Client's request, the Contractor shall submit a valid confirmation of insurance.
17. The Contractor and the Client undertake to comply with all applicable laws, regulations, directives and other legal provisions including, but not limited to, anti-corruption laws within the scope of their business relationship.
18. In order to enable the establishment and organisation of a legally compliant business relationship, the Contractor and the Client mutually agree to the regular review of their data in accordance with the current sanctions lists based on EC Regulation 2580/2001 and EC Regulation 881/2002 (anti-terror regulations) and other national and international embargo and trade control regulations. In doing so, they will comply with all relevant data protection regulations, in particular with regard to data minimisation and data security.
The client declares that its company and its employees are not listed on any of the aforementioned sanctions lists. The client undertakes to take appropriate measures to ensure that the anti-terrorism regulations and other national and international embargo and trade control regulations are implemented in the business operations of its company. Furthermore, the Client undertakes to inform the Contractor immediately of any positive results found during the check in accordance with the aforementioned sanctions lists.
19. The fulfilment of the contractual obligations (deliveries and services) is subject to the proviso that no national, European or international export control regulations, such as embargoes, sanctions or other restrictions, prevent this.
The client undertakes to provide all information and documents necessary for the export or shipment.
20. Delays due to export control inspection or authorisation procedures hinder delivery times and deadlines. If the necessary authorisations are not granted or if the contractual service cannot be approved, the Contractor shall be entitled to withdraw from the contract. The assertion of damages of any kind or other rights by the client is excluded in this respect.
21. The Client undertakes vis-à-vis the Contractor to comply with all applicable export control regulations. In the event of a transfer of the goods delivered by the Contractor (goods, software or technology including associated documents) to third parties are subject to the applicable provisions of the Export control law must be observed by the client.

22. All disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. Any arbitration proceedings shall be conducted by videoconference. German substantive law shall apply. The language of the arbitration proceedings shall be German/English.

Achim, July 2024