

General Terms and Conditions

The following General Terms and Conditions apply for all contractual relationships between the client (hereafter referred to as "purchaser") and the company **Bremstechnik für Schienenfahrzeuge Schulung –Beratung - Support Gernot Krauss** - (hereafter referred to as "provider").

§1 Contractual Terms

1. The following General Terms and Conditions shall apply exclusively.
2. Deviations from these Terms and Conditions shall only be effective if they are confirmed in writing by the provider. Any terms to the contrary are hereby expressly excluded.
3. Modifications and amendments must be made in written form.
4. The following Terms and Conditions shall also apply if the provider, being aware of terms and conditions which are contrary to or differ from the Terms and Conditions on the part of the purchaser, supplies the purchaser without reservation.

§2 Contract Conclusion

1. The offer made by the provider is non-binding and without obligation except where a binding period is expressly stated. A contract shall only become effectively binding when the purchaser makes the order and the order is confirmed. In case of doubt, the provider's order confirmation is decisive.

If the purchaser does not award an official contract but accepts the services offered, this will be assessed as an order.

2. All declarations by the purchaser (declarations of acceptance, orders, complaints, et al.) must be in writing and written confirmation by the provider shall be required for orders to have legal effect, e-mail or fax are sufficient.

§3 Delivery Item

1. The provider shall deliver the service as set out in writing within the contract.

All contracts concluded as part of these Terms and Conditions are service contracts as defined within Articles 611, 612 and 613 of the German Civil Code.

2. Short-notice changes, especially once service provision has begun, require confirmation by the provider. This must be done per e-mail at least.

3. Additional services as subcontracted by the purchaser and not exceeding 250 € net, can be rendered without having to be in written form.

§4 The Purchaser's Duty to Cooperate

1. The purchaser shall designate a point of contact for the provider.
2. During the initiation of the contract, the provider must be immediately informed of any changes to the purchaser's circumstances (funding cuts, project changes or cessations, for example), which would create a situation that could lead to the termination of the contract initiation.

§5 Language, Delivery and Service Deadlines

1. Except where otherwise agreed to, the languages to be used for all services agreed upon will be German and English. Other languages can be agreed upon for a fee; this also applies in the case of the appointment of a third party.
2. Service and delivery deadlines must be in written form. Delivery deadlines - in weeks - begin with the acceptance of the order by the provider; concrete service and delivery deadlines shall be preferred.
3. If significant changes to the subject or scope of agreement are made by the purchaser after provider confirmation, these require written confirmation by the provider.
4. Changes to delivery deadlines, whether from the side of the purchaser or the provider, shall be announced in a manner that is as timely as possible and confirmed by the respective partner by e-mail at a minimum.
5. The meeting of fixed appointments and deadlines assumes a timely receipt (except where otherwise agreed to, there is a 4-week deadline) of orders as well as the records, documentation and other miscellaneous resources to be provided by the purchaser.
6. Should the provider have to wait for cooperation or information by the purchaser or otherwise be hampered in executing the order through no fault of his own, the delivery and service deadlines shall be extended by a time period equal to the delay in question plus a reasonable start-up time once the delay was resolved. As stipulated in §4, no. 1, the provider must inform the point of contact about the hindrance in advance.
7. The provider shall be considered to be in default only upon receiving a written notice. All such written notices and settings of deadlines by the purchaser must be in written form to be valid; substitute grace periods must amount to ten working days at a minimum.
8. Should the provider be responsible for non-compliance to agreed upon deadlines and scheduled appointments, compensation for delayed completion is possible if the purchaser can prove material damage. The amount of the compensation cannot exceed the monetary amount of the material damage.
9. Should, in addition to this, the purchaser wish to withdraw from the contract because of non-compliance to deadlines and appointments agreed to and/or demand damages

instead of the services agreed to, he must first set a reasonable service provision deadline for the provider and threaten him with the consequences of a fruitless expiration of the grace period set. Should the purchaser want to claim damages, he must prove the damages incurred.

10. If the failure to comply with the delivery deadline is due to force majeure and other disturbances not attributable to the provider, e.g. war, terror attacks, travel bans, embargo measures, labor disputes, the deadlines agreed upon shall be extended accordingly. In the case of a complete failure to perform the service agreed to due to the reasons set out above, the purchaser cannot claim any damages.

§6 Price, Payment

1. The agreed upon prices are fixed prices and shall be understood exclusive of the VAT rate currently valid at the time of the service provision.

2. Travel costs and expenses are not included in the service price except where this has been expressly agreed to in the offer and/or contract.

3. The individual services will be itemized in the invoice.

4. Unless otherwise agreed to in writing, the payment deadline is within 10 working days of the invoice date without deductions.

Should the total amount of the service exceed 10.000,00 € net (or the equivalent amount in another currency in accordance with the ECB exchange rate at the time of contract conclusion), the provider can demand an advance payment amounting to 50% of the overall cost.

5. The purchaser's application to commence insolvency proceedings entitles the provider to rescind the contract or to fulfill it only if advance payment is made in full.

6. If a given change based on §5 (3) constitutes a partial or complete cancellation of service, the provider can demand 50% of the arranged price if this takes place within a period of two weeks before the stipulated deadline and 75% of the arranged price within one week before the stipulated deadline.

7. Should the payment deadline be exceeded, the provider is entitled to demand past-due interest at the interest rate charged by Berliner Volksbank e.G – at the time of the payment deadline -to current accounts for tolerated overdrafts. We reserve the right to assert additional claims.

8. The right to withhold payments or to offset these with counterclaims shall only accrue to the purchaser insofar as his counterclaims are uncontested or legally established. He may not transfer any of his claims to third parties.

§7 Defects and Rectifications

1. The provider shall assume warranty for the contracted service provided (compare § 3) only in the sense of the contractual fulfillment of the obligation. The application of the provisions provided for in the work and services contract law of the German Civil Code is excluded.

2. Defect claims do not apply in the case of only a slight variation from the agreed service.

3. The provider can choose to carry out the remedial action either in the form of free subsequent improvement or as a complete or partial repetition of the service. The purchaser must grant the provider a reasonable deadline for this. If the remedial action is only possible by incurring disproportionate costs or if it can be objectively determined by either the purchaser or the provider that the remedial action cannot be carried out, the provider can refuse to do so. In this case, the purchaser can demand a reduction of the purchase price.

4. For any claims or compensation for lost expenses, §4 (8) applies mutatis mutandis.

5. For defects of title which are not caused by the infringement of protective rights of third parties, the provisions in §4 (8) apply.

§8 Other Liability

1. Unless expressly conceded in §7 or in other provisions, liability claims are excluded, regardless of legal basis. The provider shall be liable for compensation and the reimbursement of futile expenditure pursuant to Article 284 of the German Civil Code only in case of intent or gross negligence.

§9 Rights

1. Contractual items, records, proposals, documentation etc. which were created under these General Terms and Conditions, are the intellectual property of the provider as far as these are based on his own intellectual input and/or knowledge and documentation accessible to the public.

2. The specification referred to in §9 (1) applies to the purchaser, as long as he has provided the provider with the necessary documentation free of charge.

§10 Closing Provisions

1. The provider and purchaser agree to pursue consensus-based solutions during the enforcement of rights; they will make allowances for the special situation of the respective contractual partner in the process.

2. Should one of the provisions in these conditions of delivery and the agreements concluded either be or become void, Article 306 of the German Civil Code applies.

3. Provider and purchaser obligate themselves, should Article 306 of the German Civil Code come into effect, to substitute the invalid provision with a provision that best matches the previous one with regard to economic result.

4. The place of jurisdiction for all disputes arising under and in connection with the contractual agreements of the contracting parties in accordance with these General Terms and Conditions is Berlin.

5. The laws of the Federal Republic of Germany apply exclusively.

Last review: 01/2013