



DB Cargo Scandinavia A/S **Terms and Conditions for the Maintenance and Servicing of Railway Vehicles at Workshop Fredericia**

DB Cargo Scandinavia A/S

Workshop Fredericia

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Terms and Conditions for the Maintenance and Servicing of Railway Vehicles at Workshop Fredericia

General terms and conditions for maintenance tasks at DB Cargo Scandinavia A/S.

Part 1: General Provisions

1.1 Definitions

In these terms and conditions, unless the context requires otherwise, the following terms shall have the meaning described below:

- **DB Cargo Scandinavia:** DB Cargo Scandinavia A/S, a subsidiary of DB Cargo AG, which operates maintenance facilities and provides maintenance and servicing services for railway vehicles.
- **Customer:** The legal entity, organisation, or other form of legal person that enters into an agreement with DB Cargo Scandinavia for the provision of maintenance and servicing services.
- **Service Contract:** A binding agreement between DB Cargo Scandinavia and the Customer that regulates the services to be provided, including the scope and content of the maintenance.
- **Maintenance Facility:** The facilities used by DB Cargo Scandinavia for performing maintenance work, including workshops and storage areas.
- **Force Majeure:** An event beyond the control of the parties, which makes the fulfilment of contractual obligations impossible, including but not limited to natural disasters, war, strikes, pandemics, or changes in law.
- **Framework Agreement:** A general agreement that sets out the overall terms for ongoing cooperation between DB Cargo Scandinavia and the Customer regarding maintenance services.

1.2 Scope of Application

These terms and conditions apply to any contract between DB Cargo Scandinavia and the Customer concerning the maintenance and servicing of railway vehicles at DB Cargo Scandinavia's facilities, unless otherwise specifically agreed in writing between the parties.

1.3 Amendments to Terms and Conditions

1.3.1 DB Cargo Scandinavia reserves the right to unilaterally amend these terms and conditions. Any changes will be communicated to the Customer in writing, and if the Customer does not object in writing within a period of 30 days from receiving the notice, the changes will be considered accepted by the Customer. 1.3.2 Changes will take effect on the first day of the month following the expiration of the mentioned period, unless otherwise specified in the amendment notice. If the Customer objects to the changes within the set period, both parties are entitled to terminate the contract with three months' notice to the end of a month.

1.4 Principles of the Contractual Relationship

1.4.1 When entering into a Service Contract, the Customer must submit a written request, which must at a minimum include:

- Specifications of the vehicles and types of services to be provided
- Information on the place of performance of the contract (place of performance)
- The time schedule for the provision of services, including a specific date for delivery and/or completion
- Maintenance instructions, maintenance plans, and other relevant operational information
- Information about the vehicle's condition and confirmation that the Customer has all necessary permits for transport services, in accordance with applicable law.

1.4.2 The Service Contract is only deemed concluded once it has been signed in writing by both parties. Any amendments to the Service Contract must also be in writing and accepted by both parties.

1.4.3 If the Customer and DB Cargo Scandinavia enter into a Framework Agreement, the individual service contracts shall be governed by the terms of the Framework Agreement. The Framework Agreement must also be concluded in writing and signed by both parties.

1.5 Requests for Concurrent Use of Maintenance Facilities

1.5.1 In the event of requests from multiple parties for concurrent use of the maintenance facilities, DB Cargo Scandinavia will work towards a solution through negotiations, taking into account available alternatives and time constraints. The negotiations must not exceed 14 calendar days. 1.5.2 If no agreement is reached, DB Cargo Scandinavia will prioritise requests in the following order:

- Requests from DB Cargo Scandinavia itself as a railway company and owner of the maintenance facility.
- Requests from companies affiliated with DB Cargo AG.
- Requests from other railway companies, prioritised according to the time of receipt of the request by DB Cargo Scandinavia.

Part 2: Rights and Obligations of the Parties

2.1 Services Provided by DB Cargo Scandinavia

2.1.1 DB Cargo Scandinavia is obliged to provide the maintenance and servicing services described in the individual Service Contract in accordance with the standards and specifications agreed upon between the parties. 2.1.2 DB Cargo Scandinavia will duly document the work performed and submit the relevant documentation to the Customer upon completion of the contractually agreed services. 2.1.3 Additional services, which were not agreed upon in the original contract but are found necessary during the execution of the work, may be carried out by DB Cargo Scandinavia, provided that financial thresholds are agreed upon in the contract, within which DB Cargo Scandinavia can act without requiring further explicit written authorisation from the Customer.

2.2 Customer's Obligations

2.2.1 The Customer shall provide all necessary documents, instructions, and information that are relevant to the execution of the maintenance work, including maintenance instructions, safety instructions, and technical specifications. 2.2.2 The Customer is obliged to pay the agreed remuneration for the services provided as well as any additional costs in accordance with the agreed terms. 2.2.3 If the Customer's maintenance instructions are insufficient to carry out the work properly, the Customer must provide further instructions at their own expense.

2.3 Materials and Supplies

2.3.1 The Customer is responsible for providing all necessary spare parts and consumables, unless otherwise agreed in the Service Contract. DB Cargo Scandinavia may use materials from the Customer's stock if expressly agreed in writing. 2.3.2 Delays in order processing due to the Customer's failure to provide materials will be at the Customer's expense. DB Cargo Scandinavia may charge a fee for track space and facilities if such delays prevent the fulfilment of other contractual obligations.

Part 3: Liability and Warranties

3.1 Limitation of Liability

3.1.1 DB Cargo Scandinavia shall only be liable for damages caused by wilful misconduct or gross negligence. Liability for indirect losses, including loss of profit or loss of use, is excluded, unless such losses are caused by wilful misconduct or gross negligence. 3.1.2 The Customer shall indemnify and hold DB Cargo Scandinavia harmless against any claims from third parties that may arise as a result of the Customer's use of vehicles or materials provided.

3.2 Warranty

3.2.1 DB Cargo Scandinavia provides a warranty for the services performed for a period of 12 months. The warranty only applies to the specific services described in the contract and does not cover defects caused by materials supplied by the Customer or improper use of vehicles. 3.2.2 Any defects must be reported in writing to DB Cargo Scandinavia within the warranty period. If DB Cargo Scandinavia is unable to remedy a defect after repeated attempts, the Customer is entitled to demand a price reduction or terminate the contract.