



General Terms and Conditions for Use of the “International Requirement List”¹

1. Area of application, right of amendment, content of agreement

1.1.

AEbt Angewandte Eisenbahntechnik GmbH (hereinafter called AEbt) shall provide all services exclusively on the basis of this commercial relationship.

The term IRL includes access to the International Requirement List via a password protected website, the IRL web portal, and to all functions and content available therein.

1.2.

AEbt shall be entitled to amend the content of this agreement with the consent of the client, provided that the amendment is reasonable for the client, taking into account AEbt's interests. Consent to the amendment to the agreement shall be deemed to have been given if the client does not object to the amendments within four weeks of access to notification thereof. AEbt undertakes to inform the client in the amendment notification of the consequences of non-objection.

1.3.

Any general terms and conditions of the client which differ from these Terms and Conditions shall not be recognised by us, unless we have expressly agreed to them in writing. These Terms and Conditions shall also apply where we provide the services without reservation in the knowledge of the client's different terms and conditions.

2. Rights of the client

2.1.

The client shall have a non-exclusive right to use of the IRL for the period of the agreement. If the client is authorised to use the IRL under multi-user licenses, the following Terms and Conditions of use apply to each individual license. Multiple use of a single licence by different users is explicitly not allowed.

The client shall be permitted to print out the International Requirement List via the web portal export functions or to store it locally on the client's computer.

The client shall also be entitled to support via email or via the contact form available on the web portal.

¹ The terms “IRL” and “International Requirement List” and the logo are the property of the TFI (Task Force Interoperability) members

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2.2.

If AEbt is behind schedule in providing the service, the client shall only be entitled to withdraw from the agreement, if AEbt fails to meet an appropriate extended deadline set by the client. The extended deadline must be set in writing. The written form may be replaced by an electronic communication, provided that the client adds its name to the statement and gives the electronic document an accepted electronic signature in accordance with the Signature Law. The deadline must be extended by at least two weeks.

3. Obligations on the client

3.1.

The client shall ensure that the data supplied by it are correct and complete. It undertakes to inform AEbt immediately of any changes to the data supplied and at AEbt's request to confirm the correctness of the update within 15 days of access thereto being available. This covers in particular

- The client's name and postal address
- The name, email address and telephone and fax numbers for the account(s) manager.

3.2.

Entitlement to use the IRL is non-transferrable.

The client undertakes to keep the passwords issued by AEbt for the purposes of accessing the IRL web portal strictly confidential and to inform AEbt immediately it becomes aware that the password has become known to unauthorised third parties. If, through the client's fault, third parties use the IRL as a result of misuse of the passwords, the client shall be liable to AEbt for payment for such use and for compensation.

The client shall have a duty to ensure compliance with this license agreement.

4. Agreement offer, termination and terms

4.1.

This agreement is concluded for a period of 12 months, unless otherwise agreed.

If the agreement has been concluded for a specified period or if a minimum contractual period has been agreed with the client, the agreement shall be extended in each case by the agreed period or minimum contractual period, but by not more than one year, unless terminated on four weeks' notice to end at the end of the specified period or at the end of the minimum contractual period.

4.2.

The rights of both parties to termination for a material reason without a period of notice shall remain unaffected thereby. A material reason shall exist for AEbt in particular if the client

- is more than 20 calendar days in arrears in payment of the charges
- is guilty of a breach of the agreement terms or the guidelines under which it is issued.

4.3.

To be valid, any notification of termination must be made in writing, with a facsimile being considered acceptable in such case.

4.4.

This agreement relates to all accounts applied for by and issued to the client.

5. Prices and payment terms

5.1.

The prices are fixed prices and no discounts are available.

5.2.

Support via email or via the online form shall be provided without additional charge for a period of one working hour per agreement term and per user.

Any further work shall be invoiced separately. The charges for this can be requested from AEbt. Prices are standard for the market in question.

5.3.

In the case of the payment obligation for services other than the main service, i.e. the obligation to pay the standing charge irrespective of usage, AEbt shall determine the charges at its reasonable discretion based on its current price list.

5.4.

In addition, AEbt shall be entitled to alter the charges a maximum of once per usage year. The price change shall require the client's consent. Consent is deemed to have been given if the client does not object to the price change within four weeks of access to notification thereof. AEbt undertakes to inform the client in the amendment notification of the consequences of non-objection.

5.5.

AEbt shall be entitled, in the event of a change in the rate of Value Added Tax set by law, to amend the charges for services, delivered or provided in the context of an on-going contractual relationship, accordingly with effect from the date on which the change in the Value Added Tax rate becomes effective.

5.6.

If the charges or part thereof (e.g. increase in VAT) are amended at a point within the invoicing period, the period from the beginning of the invoicing period to the point at which the change occurs and the period from such point to the end of the invoicing period shall be invoiced separately.

5.7.

Payment of the charges is to be made exclusively by bank transfer. The cost of cancelled debits, for which the client is at fault, shall be charged by AEbt at standard market prices, unless the client can prove that no damage or no material damage was incurred.

6. Data protection

6.1.

AEbt collects, processes and uses a user's personal data without further consent being required, only to the extent that this is necessary for the set up and performance of the agreement and for invoicing purposes. The data are submitted the members of the TFI (Interoperability Task Force) for checking.

The contents of the email addresses support@rail-irl.eu and info@rail-irl.eu are also made available to the TFI members for checking.

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6.2.

Generally the user's name, address, telephone number, email address, bank details and access code (basic data) are required to set up an agreement. These data are generally collected via electronic order forms.

6.3.

For this, AEbt also uses so-called cookies, small text files which are stored on the user's computer, provided the browser settings allow this. The cookies do not contain personal data, just an anonymous, automatically generated, random number.

6.4.

Provided the appropriate circumstances exist, AEbt shall be entitled to collect, process and use the personal data required to uncover and put a stop to wrongful demands and to enforce its claims against the user. To the extent necessary in an individual case, AEbt shall be entitled to collect, process and use the basic and contact data of the participants to identify, contain and eliminate failures and errors in the communications equipment.

6.5.

On the basis of the applicable provisions, AEbt shall be entitled to provide information to the criminal justice authorities and the courts for the purposes of criminal prosecution. AEbt shall provide the user on request, free of charge and without delay with information on the data stored with respect to it. This information may be provided electronically at the user's request.

7. Exclusion of liability

AEbt, together with the members of the TFI working group, has compiled the data and translated it into various languages to the best of its knowledge and ability.

AEbt and the TFI members shall not be liable for any damages arising from use of the data.

AEbt shall also not be liable for any damages arising from a server outage or malfunction of the web software.

Within the scope of the homologation process the national laws in respective land are effective

8. Cancellation policy

You may cancel your agreement in writing (e.g. letter, fax, email) within two weeks without the need to give reasons. This period begins with receipt of this instruction. To invoke the cancellation period, all that is required is to send the statement of cancellation duly within the above-mentioned period. The notice of cancellation is to be sent to AEbt Angewandte Eisenbahntechnik GmbH - Laufertorgraben 4 – D-90489 Nürnberg.

9. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising under this agreement is Nuremberg, if the client is a businessman, legal person under public law, special fund under public law or is within the country without place of jurisdiction. AEbt shall in addition be entitled to bring proceedings against the client at its general place of jurisdiction. The laws of the Federal Republic of Germany shall apply exclusively to the agreements concluded by AEbt on the basis of the General Terms and Conditions and to all claims of whatever nature arising therefrom.