

General Terms and Conditions for the Use of the Sales Platform

www.dbresale.com

1. Sales platform

1.1. DB Fahrzeuginstandhaltung GmbH (hereinafter "**platform operator**") enables users (hereinafter "**users**") registered at the domain www.dbresale.com (hereinafter "**sales platform**") to participate free of charge in the purchase of used and decommissioned rail vehicles, construction machinery, equipment and other goods (hereinafter "**goods**").

1.2. The platform operator and the owners of the goods (hereinafter "**suppliers**") are companies affiliated with Deutsche Bahn AG (hereinafter "**DB AG**") within the meaning of Section 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*, "AktG").

1.3. The respective supplier is responsible for placing the goods on the sales platform. The platform operator handles the auction phase and the purchase agreement concluded for the relevant supplier. The legal relationships resulting from the sale of the goods arise exclusively between the supplier and the user.

2. Registration

2.1. Registration on the sales platform and the conclusion of purchase agreements via the sales platform are only permitted to traders within the meaning of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal personality who or which act in exercise of their trade, business or profession.

2.2. To register on the platform, all information requested in the input template must be entered. The information provided must be complete and truthful. Should details provided on registration change, the user must update them before making further use of the sales platform. After registration, the user account will be activated. For procedural reasons, this activation is not an automated process. As confirmation of the activation, the user receives an e-mail at the e-mail address provided.

2.3. The user must choose a password during registration. This password is required for logging in to the "My account" area. It must be kept secret and may not be disclosed or otherwise made accessible to third parties. If there are indications that login details have been compromised or are being misused, the user must contact the support team without undue delay via the contact details in the "Legal"/"Impressum" section of the website.

2.4. There shall be no right to registration. The platform operator reserves the right to revoke the registration at any time without specifying reasons and to block the user's account, particularly if the user violates or has previously violated the General Terms of Sale of DB AG and/or these General Terms and Conditions for the Use of the Sales Platform.

2.5. The user may at any time request the cancellation of its registration.

3. Expiry of sales phase, early ending of sales process, and conclusion of contract

3.1. The platform operator places goods to be sold by the respective supplier on the sales platform and determines the duration of the sales phase. The benchmark is the system time of the sales platform.

3.2. Users who are already registered at the time when goods are posted and who have set up the search function accordingly will automatically receive an e-mail to the e-mail address provided, informing them of any relevant new offers (binding or non-binding in nature) of goods for sale.

3.3. The legally binding language for the purposes of the transaction is German. Information on the website in other languages is for information purposes only.

3.4. When selling goods, the supplier can choose between four categories:

A) Silent auction: Users are invited to submit bids for goods posted in this category. Minimum prices are not published in this type of auction. Each user decides the amount to bid. The supplier is not obliged to accept the user's offer, nor is the highest bidder entitled to acceptance of its bid. The user shall be bound by its final bid, irrespective of the time of submission, until ten working days after the end of the sale phase. After submitting a bid, the user receives an automatic confirmation of receipt from the platform operator on behalf of the supplier. The purchase agreement is concluded by means of a purchase confirmation from the supplier, explicitly informing the user that its offer has been accepted. This confirmation is e-mailed by the platform operator to the e-mail address provided by the user. The user receives the invoice and/or purchase agreement and binding information on the payment and collection periods. The invoice amounts are to be transferred to the account specified in the invoice and/or purchase agreement. Bank charges and exchange rate differences shall be borne by the user. In the event of a trade-in in lieu of payment by the user, Sections 364 and 365 of the BGB shall apply. If the user is requested to offer a service in relation to the goods acquired (e.g. disposal, dismantling, etc.), the user shall be bound by its offer until ten days after the end of the auction. Bids are accepted through confirmation of the bid by the supplier.

B) Live auction: The goods are offered at an initial price (minimum bid). By posting goods for sale, the supplier makes a binding offer to conclude a purchase agreement. The user accepts the offer by submitting a bid. Acceptance is subject to the user being the highest bidder at the end of the bidding period. A bid expires if another user submits a higher bid during the bidding period. The minimum increments for the submission of the bid are shown in the table below.

Minimum increments:

EUR 500.00 or less	EUR 1.00
EUR 500.00 or more	EUR 10.00
EUR 5,000.00 or more	EUR 100.00
EUR 10,000.00 or more	EUR 250.00
EUR 50,000.00 or more	EUR 500.00
EUR 100,000.00 or more	EUR 1,000.00
EUR 500,000.00 or more	EUR 5,000.00
EUR 1,000,000.00 or more	EUR 10,000.00

If the minimum bid is exceeded, the electronic bidding agent is automatically activated. The bidding agent automatically bids the amount necessary to become or remain the highest bidder using the specified minimum increments up to the maximum amount entered.

The supplier is authorised to end the live auction prematurely if there is an objective reason for doing so, without a purchase agreement being concluded between the supplier and the highest bidder at that time. Factual grounds are deemed to apply particularly in the following cases:

- the user asks for its bid to be cancelled and the supplier agrees to this;
- the supplier made a mistake when putting the goods up for sale (Sections 119 and 120 BGB); or
- after the goods were put up for sale, it became impossible to deliver the goods through no fault of the supplier (Section 275 BGB).

C) Direct purchase: The posting of goods does not constitute a binding offer to conclude a purchase agreement. This is an invitation to users to order the goods posted directly by way of direct purchase. By ordering the goods, the user submits a binding offer to conclude a purchase agreement with the supplier. The user then receives an automatic confirmation of receipt from the platform operator on behalf of the supplier. The confirmation of receipt does not constitute acceptance of the user's offer, but only confirms receipt of the order. The purchase agreement is concluded only after a capacity check and explicit declaration of acceptance by the supplier.

D) Non-binding offer with price proposal: The goods are posted at an asking price proposed by the supplier. The user can either make the supplier an offer to conclude a purchase agreement at this proposed price or send the supplier its own binding price proposal. The user then receives an automatic confirmation of receipt of its offer by the platform operator on behalf of the supplier. The platform operator can accept or reject the user's offer on behalf of the supplier or make a counter-offer. Reasons are commented on in the system. The purchase agreement between the user and the supplier is concluded when the offer proposed and the offer accepted match.

3.5. The sale process may be cancelled if, for technical reasons, not all users are able to access the online platform at the end of the sale phase. Any acceptance of a bid which is incorrectly communicated by the system in this case shall be invalid. The highest bidder at this point in time will be informed by the sales platform's support team of the cancellation by e-mail without undue delay. The goods may be re-auctioned; however, there is no entitlement to the holding of a new auction. The platform operator accepts no liability for the uninterrupted availability of its website www.dbresale.com in the event of technical issues in relation to the internet.

3.6. The user is not authorised to assign the claims arising from the purchase agreement or to sell the goods to third parties prior to receipt.

3.7. Statutory value added tax shall be added to the purchase price, unless use is made of the provisions of Section 25a of the German Value Added Tax Act (*Umsatzsteuergesetz*).

3.8. In the case of sale to users outside Germany, the user shall be responsible for the correct customs clearance.

4. Exclusion of warranty and liability with regard to the platform operator

4.1 The platform operator shall be liable without limitation for intent and gross negligence, but shall be liable for ordinary negligence only in the event of a breach of essential contractual obligations. Essential contractual obligations are those obligations on the fulfilment of which the user regularly relies and may rely for the proper execution of the contract, but in this case the amount is limited to the typically occurring, foreseeable damage. The liability of the platform operator for the guaranteed quality, in the event of personal injury and under mandatory statutory provisions shall remain unaffected.

4.2. The platform operator shall not assume any liability for disruptions within the supply network for which the platform operator is not responsible.

4.3 The above limitations of liability shall also apply analogously in favour of the platform operator's performing agents.

4.4. The sales platform is provided by the platform operator without any guarantee. The user shall bear the risk involved in using the internet. In particular, the portal operator shall not be held liable for the following, taking into account section 4.1:

- Incompatibility of the website with the user's equipment, software or telecommunications connection
- Technical problems including unintentional errors and interruptions on this website

5. Warranty and liability with regard to the supplier

5.1. The goods offered for sale shall be clearly indicated on the sales platform with a number (sale no.) and, where appropriate, specified in more detail by way of a description and a photograph. This information shall not constitute a specification of the condition of the goods by the supplier. It shall not constitute any guarantee of availability or quality. Extensive repairs and/or the procurement of spare parts may be necessary in order to restore functionality, railworthiness/roadworthiness or completeness. The user must therefore inspect the goods at the specified location by appointment before submitting a bid.

5.2. The supplier shall be liable to the user in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

5.3. In other cases, the supplier shall only be liable to the user - unless otherwise regulated in 5.4 - in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely (essential term), limited to compensation for foreseeable and typical damage. In all other cases, the liability of the supplier is excluded, subject to the provision in 5.4.

5.4. The supplier's liability for damages resulting from injury to life, limb or health and under the German Product Liability Act remains unaffected by the above limitations and exclusions of liability.

5.5. Compliance with valid safety-, approval-, transport- and environment-related regulations and the obtaining of operating permits are the responsibility of the user.

6. Obligations of the user

The user undertakes not to use any robots, web crawlers, scrapers or other automatic aids in the bidding process and

- not to act in a way which overloads or could overload the infrastructure of the website without justification or to a greater extent than normal;
- not to copy, reproduce, modify, distribute or publicly display any content of the website or create derivative works thereof (except for the user's own information) without the prior written consent of the platform operator;
- not to disrupt or attempt to disrupt the ordinary operation of the website or any activities which take place on the website – this includes, in particular, manipulation of content;
- not to circumvent any protective measures against viruses or other measures used by the platform operator to enable the website to function properly.

7. Privacy

All essential information on privacy can be found in the privacy statement published at www.dbresale.com.

8. Changes to the terms and conditions

8.1. By registering, the user agrees to these General Terms and Conditions for the Use of the Sales Platform.

8.2 The platform operator may amend and adjust these General Terms and Conditions with future effect as described below if there is valid reason for the amendment and insofar as the amendments are reasonable taking into account the interests of the platform operator and the user. The platform operator shall send the user the amended General Terms and Conditions in text form at least six weeks before they are due to come into force and shall specifically draw the user's attention to the new regulations and the date on which they are due to come into force. At the same time, the platform operator shall grant the user a reasonable period of at least six weeks to declare whether the user objects to the amended General Terms and Conditions. This six-week period shall start when the user receives the written notification of the upcoming changes. The platform operator shall deem the user to have accepted the amended General Terms and Conditions if the user does not explicitly object to them within the allotted six-week period. At the beginning of the six-week period, the platform operator shall inform the user specifically about this legal situation, i.e. their right of objection, the associated deadline and what happens if they do not make any statement. Changes can be made to obligations arising from the core service only if the user actively consents to such changes.

9. Choice of law

The legal relations between platform operator and user shall be subject to German law with the exception of the United Nations Convention on Contracts for the International Sale of Goods.