

## Contract Module Electronic Data Interchange (EDI)

### 1 Scope

This Knorr-Bremse contract module regulates electronic data interchange (hereinafter also referred to as "EDI") to facilitate and accelerate communication between Knorr-Bremse and the supplier. This data exchange can take place as a point-to-point connection or web-supported via an Internet solution approved by Knorr-Bremse. Within the scope of its scope, the provisions of this contractual module take precedence over the provisions of the framework supply agreement.

### 2 Definitions

#### 2.1 "Data"

"Data" within the meaning of this contract module means data and information of all kinds that are sent and received in electronic form today or in the future for the purpose of simplified communication within the delivery relationship. Such data are in particular, but not exclusively, orders, scheduling agreement call-offs, detailed call-offs, delivery note and transport data, as well as credit memos, warehouse movements and invoices.

#### 2.2 "Data exchange"

The data exchange consists of sending and receiving data and takes place from Monday to Sunday, 24 hours a day, unless the parties have agreed otherwise in writing.

### 3 Connection with the supplier

#### 3.1 Time and type

The timing and type of connection with the supplier is coordinated with Knorr-Bremse.

#### 3.2 Technical implementation

The technical implementation of the supplier's connection to the data network and the necessary parameters are coordinated between the parties.

#### 3.3 Productivity

The connection will only go live if the parties have mutually come to the conclusion that the electronic connection works error-free and is suitable for use in business transactions.

#### 3.4 Costs

Each party shall bear the costs incurred by it for the establishment and operation of the communication facilities required for electronic data exchange, unless otherwise agreed in writing in individual cases.

#### 3.5 Validity

The following provisions of this contract module shall apply from the date of going live of the supplier's connection.

## **4 Implementation of electronic data exchange / behaviour in the event of malfunctions**

### **4.1 Electronic data transmission**

With the connection of the supplier and the production of the EDI process, the transmission of the data relevant for the affected delivery relationship takes place in electronic form, unless otherwise stated in this contractual module or the parties agree otherwise in individual cases. If the EDI process is used, an additional written confirmation of the orders and delivery schedules as well as the quantities and dates contained therein are not required.

### **4.2 Prevention/elimination of disturbances**

The supplier is obliged to do everything necessary in the ordinary course of business to ensure that disruptions within his area of responsibility do not occur or that such disturbances are remedied immediately and with the expense of all available means.

### **4.3 Obligation to notify**

In the event of not only insignificant disruptions to the EDI process, each party is obliged to notify the other of the extent and expected duration of the disruption within a reasonable period of time. The notification is made by fax or by e-mail. If the fault has been eliminated, the other party must also be informed accordingly in a timely manner.

### **4.4 Alternative data transfer**

If necessary, the parties will agree on an alternative form of data transmission for the duration of disruptions. The data transmitted in this way are then binding in deviation from Section 4.1.

### **4.5 Contact**

The contact details of the contact persons for the operation of the electronic data exchange are exchanged between the parties; Changes must be reported immediately.

### **4.6 Exclusion**

The application of § 312 e paragraph 1 sentence 1 no. 1 to 3 and sentence 2 BGB (obligations in electronic commerce) is excluded.

## **5 Special regulations for the use of web-supported electronic data exchange**

The following provisions under this section 5 apply exclusively to web-supported electronic data exchange:

### **5.1 Registration**

The Supplier is obliged to register with the application used by Knorr-Bremse in each case or to coordinate access to use with Knorr-Bremse on a case-by-case basis.

### **5.2 Defects**

Insofar as Knorr-Bremse does not provide the application itself but a third party, defects in the registration process and in the technical design as well as other malfunctions must be asserted by the supplier against the third party; in this case, the third

party is neither to be regarded as a representative nor as a vicarious agent of Knorr-Bremse.

### **5.3 Obligation to notify**

The supplier is obliged to inform Knorr-Bremse that incorrect or incomplete data is stored in the application being used. A breach of this obligation only exists if the supplier has recognized that incorrect or incomplete data is being kept or if he has not recognized this due to gross negligence.

### **5.4 Data transfer**

Knorr-Bremse is entitled to make the Supplier's data available to third parties for the purpose of registration for web-supported data exchange. The transfer of the data is excluded if the supplier has immediately objected to the transfer in writing.

## **6 Special regulations for the use of direct electronic data exchange**

The following provisions under this section 6 do not apply to the use of web-supported electronic data exchange:

### **6.1 Technical specifications**

The technical specifications of the connection are documented in Annex 1. Changes must be mutually agreed by the parties in writing.

### **6.2 Duties**

Knorr-Bremse and the supplier can be both data transmitters and data recipients. Whether the supplier is subject to the obligations of the data sender or the obligations of the data recipient depends on the content of the transmitted message.

### **6.3 Data reception**

The data receiver transfers the received data to its own processing and has to document the reactions triggered by this process in his system.

### **6.4 Data transmission**

The data sender documents the outgoing data in its system.

### **6.5 Readiness to send and receive**

With regards to the data exchange, the supplier is obliged to be permanently ready to send and receive.

### **6.6 Obligation to provide information**

Each party is obliged to inform the other party in writing by fax or e-mail in good time before planned downtimes of the electronic data exchange of the reason, type and duration of the standstill.

### **6.7 Data transfer**

Knorr-Bremse is entitled to make the Supplier's data available to third parties for the purpose of registering for EDI data exchange.

## 6.8 Data formats

The file formats and specifications for the EDI connection are available on the following Knorr-Bremse homepage according to state-of-the-art technology:

<https://edi.knorr-bremse.com/en/specifications-and-guidelines/>

## 7 Access and documentation of transmitted data

### 7.1 Data input check

The supplier is obliged to check and process the data receipt at least once a day.

### 7.2 Data access

Data applies in the case of

7.2.1. the use of the web-supported electronic data exchange as soon as the data has been made available on the application.

7.2.2. of the direct data exchange as soon as an automatic confirmation from the data recipient is sent to the data sender about the receipt of the data or, in the case of dispatch by Knorr-Bremse, the receipt of the data has been logged by Knorr-Bremse.

### 7.3 Events outside normal business hours

If the events described under 7.2 occur outside normal business hours (Monday to Friday, 7 a.m. to 5 p.m.), the data shall be deemed to have been received by the data recipient at the beginning of the normal business hours of the following working day.

### 7.4 Obligation to notify

If the data recipient can see that incorrect or incomplete data has been transmitted or that a data transmission has failed, following the usual care in business life, he is obliged to inform the other party immediately in writing by fax or e-mail.

## 8 Acceptance

### 8.1 Fiction

The data received, in particular, but not exclusively, orders and orders, shall be deemed to have been accepted unless the Supplier objects to Knorr-Bremse immediately, but no later than two working days after receipt.

### 8.2 Notification

The notification of the objection must be made in text form (fax; E-mail).

## 9 Security of EDI messages

### 9.1. Protective measures

The parties are obliged to take and maintain all reasonable and reasonable measures to protect EDI messages against unauthorized access, manipulation, delay, destruction or loss.

**9.2. Obligation to verify**

Measures to be taken include regularly verifying the integrity and uniqueness and traceability of origin and receipt, as well as ensuring the confidentiality of EDI messages.

**10 Other obligations of the parties****10.1 Technical changes**

The supplier is obliged to carry out technical changes that become necessary due to further developments or adaptations in the electronic area, insofar as these do not require a disproportionately large expenditure of time or costs. In particular, an adaptation to customary technical standards in the hardware and software sector is considered proportionate. With regards to the costs incurred, 3.4 shall apply accordingly.

**10.2 Confidentiality**

The Supplier undertakes to keep all data received from Knorr-Bremse secret, i.e. not to make it accessible to third parties, directly or indirectly, orally or in writing or in any other way, and to use it only within the scope of the subject matter of the contract.

**10.3 Invoices/Credit Notes**

In the event that the invoices/credit notes transferred via EDI do not contain all the mandatory information required by § 14 (4) USTG, a summary invoice on paper (so-called sum protocol) must also be transmitted. For the transmission of the sum protocol by fax, the transmission of standard fax to standard fax is mandatory (VAT Guidelines 2008, Section 184a (5)). Accordingly, the supplier undertakes to send sum logs from a standard fax or to use a standard fax as a receiving device for credits, as well as to make the absolutely necessary copies. The above-mentioned provisions shall only apply if they concern intra-German deliveries. The respective national tax laws apply to EDI invoice/credit memo processing for deliveries from abroad to Germany.

**11 Warranty/ Liability**

The liability and warranty of the parties shall be governed by the framework supply agreement concluded between the parties.

**12 Contract term****12.1 Duration**

This contractual module comes into force with its written agreement by the parties and is concluded for an indefinite period. The agreements of this contractual module shall end with the termination of the framework supply agreement. The contract module can also be terminated with a notice period of 3 months to the end of a calendar year or without notice for good cause.

**12.2 Fundamental significance**

The Supplier is aware that the use of electronic data exchange is of fundamental importance for the supply relationship with Knorr-Bremse. Therefore, in the event of termination of this contractual module by the Supplier, Knorr-Bremse and the Supplier will immediately enter into negotiations on a solution to any problems encountered in connection with the use of EDI. If these negotiations do not lead to a result accepted

Initials Knorr-Bremse: \_\_\_\_\_





Initials Supplier: \_\_\_\_\_

by both parties within a reasonable period of time, Knorr-Bremse has the right to extraordinary termination of the supply relationship.





This Agreement was signed with legally binding effect by the respective authorised agents or lawful representatives of the Parties

**Signed:**

[Name Knorr-Bremse]

_____ Signature	_____ Date	_____ Signature	_____ Date
			
_____ Name in block letters		_____ Name in block letters	
			
_____ Position		_____ Position	

[Supplier's name]

_____ Signature	_____ Date	_____ Signature	_____ Date
			
_____ Name in block letters		_____ Name in block letters	
			
_____ Position		_____ Position	

Initials Knorr-Bremse: \_\_\_\_\_

Initials Supplier: \_\_\_\_\_