

1. General

- 1.1 These General Terms and Conditions of Sale ("GTCS") shall apply to every agreement ("**Contract**") for the sale and/or provision of goods, software and/or services ("**Supplies**") by **voestalpine Railway Systems GmbH**, a company existing under the laws of Austria, registered with the commercial register under number 126714w, having its registered office at Kerpelystraße 199, 8700 Leoben, Austria, **or** any of its directly or indirectly controlled subsidiaries ("**Supplier**") to any corporation, company, partnership, association, and other legally recognized entity, including entities established under public law ("**Customer**"). Supplier and Customer are collectively referred to as "**Parties**" and each individually as a "**Party**".
- 1.2 These GTCS shall also govern all offers, quotations, orders, and other negotiations or communications between the Parties related to the contemplated Supplies ("**Business Relationship**"), whether or not a Contract is ultimately concluded.
- 1.3 Any general terms and conditions of business or other terms and conditions of purchase of the Customer that deviate from these GTCS and/or the Contract are hereby rejected and shall not apply, except to the extent the Supplier has expressly agreed in writing to any of those specific provisions.
- 1.4 Unless the Supplier's offer or the Parties' written agreement modify specific provisions (in which case such modifications apply only to those provisions), the following terms and conditions shall apply in their entirety to every Contract and Business Relationship.

2. Conclusion of Contract

- 2.1 All offers from the Supplier are non-binding and may be amended or withdrawn at any time prior to the conclusion of a Contract.
- 2.2 A Contract is concluded only upon the Supplier's written order confirmation or the Parties' signing of a separate written agreement. The Customer's order or request shall not, by itself, create any binding obligation on the Supplier without the Supplier's written order confirmation.
- 2.3 Neither the conclusion of a Contract nor the Supplier's commencement of performance shall constitute acceptance of any of the Customer's terms and conditions, unless the Supplier has expressly agreed to them in writing.
- 2.4 Any modifications or cancellations require the Supplier's prior written consent. The Supplier may charge the Customer reasonable costs incurred by such modifications or cancellations.

3. Prices, Payment

- 3.1 All prices for the Supplies shall be those specified in the Supplier's offer and shall exclude any duties, taxes, and levies (including, but not limited to, applicable VAT). Prices for the sale of goods are quoted on an EXW Supplier's designated plant (Incoterms® 2020) basis, excluding packaging costs. Quotes are valid for the period stated therein or, if no period is stated, for thirty (30) calendar days from issuance.
- 3.2 If, between the conclusion of the Contract and the delivery date, changes in applicable laws or regulations lead to new or increased charges, such as duties, taxes, levies or currency-related adjustments, the Supplier shall be entitled to reasonably adjust its prices to reflect such changes.

- 3.3 If procurement costs increase after conclusion of the Contract (in particular with respect to raw materials, wages and related labor costs, logistics, or energy), the Supplier shall be entitled to reasonably adjust its prices to reflect such documented cost increases, provided that at least twelve (12) months have elapsed between the date of Contract conclusion and the scheduled delivery date of the Supplies.
- 3.4 Where payment in a foreign currency (i.e. any currency other than the local currency of the country in which the respective Supplier is incorporated) is agreed, the applicable exchange rate for invoicing purposes shall be the rate in effect on the expected payment date as determined by the agreed payment terms. If the scheduled delivery date is postponed due to circumstances attributable to the Customer and this results in a less favorable exchange rate for the Supplier, the Customer shall bear the resulting exchange rate difference.
- 3.5 All payments shall be made within fourteen (14) calendar days from Supplier's invoice date.
- 3.6 The Customer shall secure payment by providing an irrevocable and confirmed letter of credit. The Supplier may invoice the Customer for an advance payment of at least thirty percent (30%) of the total Contract price upon signature of the Contract, with the remaining balance becoming due and payable no later than the agreed delivery date. The Supplier reserves the right to request a higher advance payment and/or to issue interim invoices as necessary.
- 3.7 In the event of late payment, interest shall accrue at the rate of nine point two percent (9.2%) per annum above the prevailing European Central Bank base rate or the maximum rate permitted by applicable law, whichever is lower. The Customer shall also reimburse the Supplier for any reasonable costs incurred in collecting overdue payments, including dunning fees and legal costs, to the maximum extent permitted by law. The Supplier may suspend further deliveries until full payment is received.
- 3.8 The Customer shall not withhold, set off, or reduce payments due on account of any claim, unless such claim has been acknowledged by the Supplier in writing or confirmed by a final court decision or arbitral award.

4. Delivery

- 4.1 All indicated delivery dates of Supplies are non-binding estimates. They may be adjusted at the Supplier's reasonable discretion, depending on operational and logistical circumstances. Such changes shall not give rise to any entitlement or claim by the Customer. In any case, delivery requires prior clarification of all technical details regarding the Supplies between the Supplier and the Customer.
- 4.2 All deliveries of Supplies consisting of goods shall be in accordance with EXW Supplier's designated plant (Incoterms® 2020). The Customer shall be solely responsible for all costs and risks associated with loading, transport, customs clearance (export and import), and insurance from the point of delivery at the Supplier's designated plant.
- 4.3 For Supplies consisting of software and/or services, delivery shall be deemed complete when the software is made available, or the service is provided as specified in the Contract.
- 4.4 The Supplier may make partial deliveries and invoice them separately.

4.5 If the Customer fails to pick up or take delivery of the Supplies at the agreed date or place, the Supplier may, at its discretion, store the Supplies at the Customer's risk and expense. In such cases, the Supplier may also charge reasonable storage fees, and any other additional costs incurred due to the delay. The Supplier may also issue an invoice for the Supplies as if delivery had occurred, and the Customer shall pay in accordance with the agreed payment terms.

5. Transfer of Risk and Title

5.1 Risk of loss or damage to the Supplies passes to the Customer as per the agreed Incoterm (Incoterms® 2020).

5.2 Title to the Supplies shall pass to the Customer only upon full payment of the invoiced amount. The Customer shall immediately inform the Supplier in writing of any third-party claims on the Supplies subject to retention of title or the initiation of any insolvency proceedings against the Customer.

6. Acceptance

6.1 The Customer shall, without undue delay, and in any event within five (5) days after delivery of the Supplies ("**Inspection Period**"), perform a thorough inspection to confirm compliance with the Contract.

6.2 If the Customer believes the Supplies do not conform to the Contract, it shall provide written notice to the Supplier during the Inspection Period. Such notice shall specify the nature of the alleged non-conformity in reasonable detail.

6.3 If the Customer fails to notify the Supplier in writing of any non-conformity during the Inspection Period, or if the Customer uses, alters, or resells the Supplies in whole or in part, the Supplies shall be deemed accepted.

6.4 Upon receiving timely written notice of a valid non-conformity, the Supplier shall, at its discretion, repair or replace the non-conforming Supplies, or issue a credit or refund for them. These remedies shall be the Customer's exclusive remedies for non-conforming Supplies.

6.5 Acceptance or deemed acceptance shall not waive the Customer's warranty or statutory indemnification rights regarding latent defects that could not reasonably have been discovered during the Inspection Period, provided that the Customer notifies the Supplier promptly upon discovering such defects.

7. Warranty

7.1 The Supplier warrants that, for a period of twelve (12) months from the delivery date the Supplies will be free from defects in material and workmanship and shall conform in all material respects to any agreed specifications.

7.2 If the Customer presents a valid warranty claim during the warranty period, the Supplier, at its sole discretion, shall either repair or replace the defective Supplies within reasonable time, or issue a (partial) credit or refund in accordance with the terms of the Contract and these GTCS. These remedies shall be the exclusive remedies available to the Customer for defective Supplies. The warranty does not cover any costs of disassembly, removal, reinstallation, or transportation in connection with the repair or replacement of defective Supplies.

7.3 The Supplier shall bear no liability under the warranty or any claims for damages or indemnification if a defect is attributable to the acts or omissions of the Customer or any third party,

including, but not limited to, improper or incorrect (i) loading, (ii) transport, (iii) use, (iv) storage, (v) installation, (vi) maintenance, (vii) repair or (viii) modification.

7.4 Defects arising from normal wear and tear of the Supplies are excluded from this warranty.

7.5 The Customer shall strictly observe any instructions or guidelines issued by the Supplier. Failure to do so shall result in forfeiture of any warranty rights as well as any claims for damages or indemnification.

7.6 The burden of proof for the existence of a defect, as well as for compliance with the requirements under Clauses 7.3 and 7.5, shall rest with the Customer.

7.7 All other warranties, conditions, or terms (whether express or implied by statute, common law, or otherwise) are hereby excluded to the fullest extent permitted by law.

8. Liability

8.1 Notwithstanding any other provision, Supplier's maximum overall aggregate liability to pay damages, based on contract law, statute law, indemnity, torts, negligence, or any other area of law out of or in connection with the Contract shall in any event be limited to no more than one hundred percent (100%) of the purchase price of the Supplies under the respective Contract.

8.2 In no event shall the Supplier be liable for loss of profit or loss of production or any indirect, incidental, or consequential loss out of or in connection with the Contract.

8.3 Any other liability of the Supplier, regardless of its legal basis, is hereby expressly excluded. This includes, in particular, liability for acts or omissions constituting ordinary negligence. However, this limitation of liability does not apply in cases of gross negligence, willful misconduct, personal injury or death, or where otherwise required by mandatory applicable law.

8.4 Any claim for damages by the Customer against the Supplier shall be time-barred six (6) months after the date on which the Customer became, or ought reasonably to have become, aware of the damage. In any event, all claims for damages, regardless of their legal basis, shall be time-barred three (3) years from the delivery date of the relevant Supplies, except where a longer mandatory statutory limitation period applies.

8.5 The burden of proof for the existence and extent of any damage, as well as for any causal link to a breach of duty by the Supplier, shall rest with the Customer.

9. Intellectual Property

9.1 The Supplier remains owner and retains title to all its intellectual property rights (including but not limited to copyright, trademarks, patents, designs, database rights, know-how, business secrets) in the Supplies ("**Supplier IP**"). Nothing in these GTCS or any Contract shall be construed to assign or transfer any ownership rights in the Supplier IP to the Customer.

9.2 Subject to Clause 9.1, the Supplier grants the Customer a non-exclusive, non-transferable and non-sublicensable (except as permitted below) license to use the Supplier IP on an "as needed basis" for the intended installation, operation, maintenance, and other normal utilization of the Supplies under the Contract. Where the Customer is acting as a general contractor or in a similar role, the Customer may grant sub-licenses on an "as needed basis" only to its own customers, subcontractors, or end-users (collectively "**Sub-Licensees**") and solely for the purpose of enabling the proper installation, operation, or maintenance of

the Supplies. Any such sub-license must be in writing and must impose confidentiality and use restrictions at least as protective of the Supplier IP as those stated in these GTCS. The Customer remains fully liable for any breach of such sub-license conditions by its Sub-Licensees.

- 9.3 For clarity: The permission to use the Supplier IP does not include any right to manufacture, reverse engineer, or copy the Supplies. The sale, disclosure, or distribution of any design drawings or technical documentation to any third party is likewise prohibited, except to Sub-Licensees on an “as needed basis” solely for the purposes set out in Clause 9.2.

10. Termination

- 10.1 Supplier may terminate the Contract immediately by giving written notice if the Customer commits any material breach of its obligations under the Contract and, if the breach is capable of cure, fails to cure such breach within thirty (30) calendar days after receipt of notice specifying the breach.
- 10.2 In the event of termination for material breach, the Customer shall immediately pay all outstanding amounts due and compensate the Supplier for any costs incurred in connection with the work performed, including without limitation the cost of raw materials and any work-in-progress, as well as any additional losses (including loss of profit) resulting from such termination.
- 10.3 The Supplier may terminate the Contract with immediate effect by written notice if the Customer becomes insolvent or if any insolvency or similar proceeding is instituted against or is about to be instituted against the Customer. In such event, the Customer shall compensate the Supplier for all costs and losses in accordance with Clause 10.2 above.

11. Force Majeure

- 11.1 “**Force Majeure**” means any event beyond a Party’s reasonable control and not caused by its fault or negligence, including but not limited to acts of God (such as typhoon or earthquake), war (declared or undeclared), terrorism, governmental acts, riot, revolution, civil commotion, fire, epidemic, pandemic, strike, or pirate attack. Neither the Supplier nor the Customer shall be liable for penalties, interest, damages, or other compensation for any delay or non-performance caused by Force Majeure, for as long as the Force Majeure persists.
- 11.2 A Party invoking Force Majeure shall promptly notify the other Party in writing of its commencement and cessation. Upon cessation, the Supplier and the Customer shall consult to agree on a revised delivery schedule for the Supplies.
- 11.3 If Force Majeure prevents performance for more than six (6) months from notice, either the Supplier or the Customer may terminate the Contract by written notice, without any obligation to pay termination charges. In that event, the Customer shall pay the Supplier for any Supplies that have been delivered, produced, are in production and for raw materials already procured. Any such Supplies or materials paid for shall be delivered to the Customer.

12. Compliance, Data Protection

- 12.1 The Customer expressly acknowledges and agrees to comply with the Supplier’s principles and guidelines for sustainable, ethical/moral and legally unobjectionable business conduct defined in the “Code of Conduct of voestalpine AG” and the

related “Code of Conduct for voestalpine Business Partners” (“**voestalpine Compliance Provisions**”). These apply as amended from time to time and are available at the following website: <https://www.voestalpine.com/group/en/group/compliance>.

- 12.2 The Customer shall ensure in an appropriate manner that compliance with the voestalpine Compliance Provisions will be warranted by its representatives, affiliates and subcontractors.
- 12.3 The Supplier reserves the right to check compliance with the voestalpine Compliance Provisions upon prior notice, including on the Customer’s premises, to a reasonable extent and safeguarding the Customer’s legitimate interests.
- 12.4 Each Party shall comply with all applicable data protection laws. The Supplier’s data protection policies, as amended from time to time, are available at the following website: <https://voestalpine.com/group/en/data-protection>.

13. Confidentiality

- 13.1 “**Confidential Information**” means any information or data, in whatever form, that the Supplier (including its affiliates) discloses or makes available to the Customer and that is identified as confidential at the time of disclosure or should reasonably be understood to be confidential by its nature or the circumstances of its disclosure. This includes, but is not limited to, product designs, technical know-how, drawings, specifications, pricing information, business strategies, financial data, and other proprietary materials.
- 13.2 The Customer shall keep all Confidential Information strictly confidential and shall not use it for any purpose other than performing its obligations under the Contract. The Customer shall not disclose any Confidential Information to a third party without the Supplier’s prior written consent. The Customer shall protect the Confidential Information with at least the same degree of care it uses to protect its own similar confidential information, but in no event less than a reasonable standard of care.
- 13.3 The obligations under Clause 13.2 do not apply if the Customer can demonstrate that the Confidential Information was publicly known at the time of disclosure, became publicly known through no fault of the Customer, was lawfully received from a third party without a confidentiality obligation, was already lawfully in the Customer’s possession prior to disclosure by the Supplier, or must be disclosed by law or court order. In the event of a required disclosure by law or court order, the Customer shall (to the extent legally permitted) promptly notify the Supplier so that the Supplier may seek appropriate protective measures.
- 13.4 Upon the Supplier’s written request, or upon termination or expiration of the Contract, the Customer shall promptly return or securely destroy all Confidential Information in its possession or control, unless otherwise required by applicable law or for legitimate compliance reasons.
- 13.5 The Customer’s obligations under this Clause 13 remain in effect for five (5) years from the date of disclosure or for as long as such Confidential Information remains a trade secret under applicable law, whichever is longer. The Customer acknowledges that any breach of this Clause may result in irreparable harm to the Supplier, entitling the Supplier to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity.

14. Export Control

- 14.1 Each Party shall comply with all applicable national and international export control, customs, and foreign trade regulations (“**Export Control Laws**”) in relation to the Supplies. The Customer acknowledges that the Supplies may be subject to export restrictions imposed by various countries and agrees to strictly observe such regulations.
- 14.2 The Customer is solely responsible for obtaining any required licenses, permits, or approvals from the relevant authorities if it intends to export, re-export, or otherwise transfer the Supplies (in whole or in part). The Supplier shall use commercially reasonable efforts to assist the Customer where feasible, but has no obligation to act as an applicant or guarantor for any export licenses. The Customer shall not sell, lease, or otherwise provide the Supplies to any restricted or sanctioned entity or person if such sale or transfer would violate Export Control Laws, nor shall it use the Supplies for any purpose prohibited by law, including but not limited to the design or manufacture of weapons of mass destruction.
- 14.3 If, at any time, the Supplier reasonably believes that any delivery or performance under the Contract may violate or be restricted by Export Control Laws, the Supplier may suspend or withhold delivery of the Supplies without liability until the required license or other authorization is obtained, or until the relevant legal restriction is lifted.
- 14.4 The Customer shall indemnify, defend, and hold harmless the Supplier and its affiliates from and against all losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys’ fees) arising from the Customer’s breach of this Clause 14 or any applicable Export Control Laws.
- 14.5 If the necessary export or import authorizations cannot be obtained within a reasonable period, or if Export Control Laws prohibit the Supplier from fulfilling its obligations without potential legal risk, the Supplier may terminate the Contract, in whole or in part, without liability. In that event, the Customer shall promptly pay the Supplier for any Supplies that have been delivered, produced, are in production and for raw materials already procured.

15. Governing Law and Dispute Resolution

- 15.1 These GTCS and any Contract and/or Business Relationship between the Parties shall be governed by and construed in accordance with the laws of the country in which the respective Supplier is incorporated, excluding its conflict of law rules. The Parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on April 11, 1980.
- 15.2 All disputes arising out of or in connection with these GTCS and any Contract and/or Business Relationship between the Parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with those rules. The seat of arbitration shall be in the country in which the respective Supplier is incorporated, and the proceedings shall be conducted in English.
- 15.3 Notwithstanding the foregoing, the Supplier may, at its sole discretion and by written notice to the Customer prior to the commencement of arbitration, elect to submit the dispute to the exclusive jurisdiction of the competent courts of the country in

which the respective Supplier is incorporated. In such case, no arbitration proceedings shall be initiated.

16. Miscellaneous

- 16.1 These GTCS, together with any Contract entered into under them, constitute the entire agreement between the Parties regarding the subject matter and supersede all prior negotiations, representations, or agreements, whether written or oral.
- 16.2 Any amendments or modifications to these GTCS or any Contract must be in writing and signed by duly authorized representatives of both Parties. This also applies to the waiver of the requirement of written form.
- 16.3 If any provision of these GTCS or any Contract between the Parties is or becomes void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. In such case, the Parties shall replace the affected provision with a valid and enforceable provision that most closely reflects the original intent and commercial purpose of the invalid or unenforceable provision.
- 16.4 Neither Party may assign or transfer any of its rights or obligations under these GTCS or any Contract without the prior written consent of the other Party. Notwithstanding the foregoing, the Supplier may assign or transfer its rights and obligations, in whole or in part, to any affiliate or successor within its corporate group without the Customer’s consent.
- 16.5 Nothing in these GTCS or any Contract shall be construed to create a partnership, agency, or joint venture between the Parties.
- 16.6 Any provision of these GTCS or a Contract that by its nature is intended to continue after termination or expiration (such as confidentiality, IP, liability, and dispute resolution clauses) shall remain in effect.
- 16.7 All notices required or permitted by these GTCS and any Contract shall be in writing, be given by an authorized representative of the relevant Party to the other Party either (i) by mail or courier to the address specified in the Contract, or (ii) by email to the email address designated by the receiving Party.
- 16.8 No announcement concerning these GTCS, any Contract or its subject matter or any ancillary matter and/or Business Relationship may be made by either Party without the prior written approval of the other Party, unless required by law.
- 16.9 These GTCS and any Contract are for the sole benefit of the Parties and are not intended to confer any rights on any third party.
- 16.10 The failure of either Party to enforce any provision or to exercise any right under these GTCS or a Contract shall not be deemed a waiver of that provision or right, and shall not affect the validity of the Contract or the right to enforce each provision.