

voestalpine SIGNALING Siershahn GmbH

General Terms and Conditions

for Purchasing

(Purchasing Conditions)

As of: March 2018

I. Scope of application.....	2
II. Conclusion of contract, execution of service, documents, property rights	2
III. Code of conduct	3
IV. Price and payment.....	3
V. Delivery time	4
VI. Place of performance, delivery.....	4
VII. Provision, retention of title	5
VIII. Liability for defects, product liability	5
IX. Right of set-off and right of retention, non-assignment clause, securities.....	7
X. Revocation.....	7
XI. Minimum wage.....	8
XII. Energy Management.....	8
XIII. Environmentally-friendly deliveries and services	9
XIV. Severability clause	9
XV. Applicable law and jurisdiction.....	9

I. Scope of application

(1) The following conditions apply to all our current and future purchases that we make from our suppliers, exclusively, and even when we are not expressly referring to these conditions. We expressly disagree with all conditions of suppliers that are contrary to these conditions or diverge from these, unless we had explicitly agreed to their validity in writing. Our conditions also apply if we, being aware of conditions of suppliers that are contrary to our conditions or diverge from these, accept a delivery or pay for it without any reservation.

(2) All provisions for the purpose of implementing this contract agreed between us and the supplier upon conclusion of the contract are specified in writing in this contract. Oral amendments and supplements agreed after this contract has been concluded require written confirmation from us in order to become effective.

(3) The supplier has to inform us immediately upon receiving our order if he cannot complete the order transmitted by us or if his delivery or service cannot be made or provided in the manner we requested.

II. Conclusion of contract, execution of service, documents, property rights

(1) Orders and call-offs are only binding when they are made in writing. Orders are considered as accepted if the supplier does not object to them within two working days of receiving the order.

(2) The delivered goods have to have all characteristics, components, and appliances required by state-of-the-art technology at the time of delivery. Unless agreed otherwise, the standards and regulations applicable in the Netherlands have to be observed in all deliveries. We reserve the right to inspect the delivered goods, following agreement with the supplier, already during manufacturing or on the supplier's premises before shipping. However, such an inspection is not considered as legal approval and does not affect the liability for defects of the supplier in terms of section VIII of these purchasing conditions.

(3) All commercial and technical documents and other information made available to the supplier by us, e.g. designs, images, calculations, brochures, catalogues, models, tools as well as other documents and auxiliary materials (hereinafter referred to as "documents") are to be treated confidentially as far as third parties are concerned, for as long and insofar as they have not been verifiably published. This information will remain our exclusive property; we reserve all corresponding intangible property rights, including but not limited to copyrights, rights of use based on copyrights, and other rights of use that we are entitled to. Without our express prior written permission, the supplier is not allowed to make these documents available, announce them or use or copy them himself or through third parties or make use of them in any other way. In this respect, the supplier has to take our interest, namely that the corresponding documents are not disseminated beyond the necessary level, into consideration; especially, the supplier has to ensure that, when forwarding them to third parties, that these will not publish information or disseminate them beyond the necessary level. When requested to do so, the supplier has to return all documents received from us, if applicable including all copies and records that were made and items that were provided on

loan, to us immediately and in full or has to destroy them, unless this is contrary to the services agreed. The supplier may only use products that have been manufactured based on documents compiled by us, such as designs, models, formulas or similar, for executing the order, but not for the supplier's own purposes; in particular, they must not be offered or delivered to third parties.

(4) The supplier requires our prior written permission to transfer the execution of the order or substantial parts thereof to third parties.

(5) The supplier is liable for any damages incurred by us or our customers which are caused if the use or the amendment of the delivery violates the property rights of third parties. The supplier will indemnify us or our customers at its own costs against all claims which are asserted by third parties against us or our customers because of this.

III. Code of conduct

"voestalpine" – code of conduct

The supplier acknowledges the attached code of conduct for business partners of voestalpine and commits to complying with this code of conduct.

IV. Price and payment

(1) Unless the parties explicitly agree other prices, the prices shown in our order are binding. If no other provisions have been agreed, the price includes the free delivery duty paid, including transport, unloading, and packaging. Should we bear the shipping and packaging costs ourselves, in exceptional cases, the supplier – unless special instructions have been issued – will arrange for the most economical form of transport; this does not affect the place of delivery. Collection expenses will be paid by the supplier.

(2) The prices are fixed prices and are given as net prices plus the applicable VAT rate, which will be stated separately on the invoice. They exclude all additional claims, e.g. due to an increase of wages or prices for materials, special conditions at a construction site, technical improvements or similar.

(3) Unless stated otherwise in the invoice, we will pay with a 3 % cash discount within 14 days of delivery and receipt of the invoice or net within 45 days. Considered as delivery is the delivery of the goods in due form including all documents and designs owed. In addition, the statutory regulations on delay of payment apply. If the conditions of the supplier include provisions on payment that are more favourable for us, the conditions of the supplier apply.

(4) Invoices have to be sent separately for each order in a single copy to the invoice address specified on the order and have to contain the reference and order numbers, the order date, quantity and quantity unit, designation of the article, and our article number as shown on the invoice, and have to comply with statutory formal requirements. The supplier is responsible for all consequences arising from non-compliance with these obligations, unless he proves that he is not responsible for them; the invoice is considered to be received, in particular for

determining discount periods and due date, upon receipt of an auditable invoice that complies with statutory formal requirements.

(5) Payments can be made by bank transfer in particular. In this case, the payment is considered as made when the transfer order has been made at the bank.

(6) Interest on overdue payments cannot be charged.

V. Delivery time

(1) The delivery time stated in the order form is binding. The supplier has the obligation to inform us immediately if circumstances arise or become known to him that results in non-compliance with the agreed delivery time. At the same time, adequate countermeasures to avert the consequences of the delay have to be suggested to us.

(2) In case of a delay of delivery, we are entitled to all statutory claims without restrictions. In particular, we have the right to claim damages instead of the service in accordance with legal preconditions and to withdraw from the contract.

(3) If the supplier exceeds the agreed delivery date through his own fault or if his compliance with the delivery commitment is delayed due to other reasons he is responsible for, the supplier has to pay a contractual penalty of 0,15 % of the net price of the order for each calendar day that he is behind the schedule. The contractual penalty is limited to a maximum amount of 5 % of the net price of the order. The assertion of any other claims for damages based on delay remains unaffected, but the contractual penalty paid will be offset against possible claims for damages. We can retain claims for contractual penalty payments until the final payment.

VI. Place of performance, delivery

(1) Place of performance for both parties is in accordance with the information on the order form. If a different point of destination is intended for the delivery, this will be the place of performance for the supplier.

(2) Partial deliveries are not permissible, unless we have explicitly agreed to them. In this case, it has to be clearly indicated on the shipping documents that those are "partial" deliveries or a delivery of "remainder of goods"; this also has to be noted in the invoice and in the case of partial delivery, the remaining quantity has to be indicated as well. We will immediately notify the supplier of incomplete deliveries that impede the functioning of the module; the supplier is obligated to complete it within two days.

(3) The supplier assumes the procurement risk in regard to the subcontracted supplies and services necessary for the delivery.

(4) If the delivery is made on an earlier date than agreed, we reserve the right to return the delivery at the cost and risk of the supplier. If there is no return shipment when the delivery has been made early, we store the goods at the cost and risk of the supplier on our premises until the delivery date. In this case any sent invoices will be rejected.

(5) Regarding quantities, weights, and dimensions, the numbers established by us at the incoming goods inspections are decisive, subject to other evidence.

(6) In case of wrong or damaged deliveries, payment of invoices is postponed until the goods are delivered according to the requirements and specifications as noted on the purchase order.

(7) If an excess amount is delivered (additional or excess delivery), the statutory regulations apply with the following proviso. It is at our discretion if we accept the delivery or accept the ordered amount and refuse to accept the excess amount delivered; we can reject the entire delivery if the excess delivery caused a defect of the overall product that was delivered. In case of delivery of an excess amount, the risk will only change over if and to the extent to which we accept this amount. Insofar as we accept the excess amount of the delivered goods, we have the obligation to pay the corresponding contractual price. Insofar as we refuse to accept the amount that was delivered in excess, we have the right to return this amount to the supplier at his costs and risk or, upon agreement with the supplier, store it on our premises at the supplier's costs and risks.

(8) If the supplier has agreed to assume responsibility for erection or installation and if nothing else is agreed, the supplier will bear all costs incurred in this respect.

(9) The packaging is part of the scope of delivery. Returning the packaging requires a special agreement. The supplier has the obligation to use environmentally friendly packaging that allows for recycling or inexpensive disposal. The packaging ensures protection against damaging, soiling, and humidity during transport. All information pertinent to the content, storage, and transport has to be indicated and marked visibly and in accordance with our instructions regarding the form and number on the packaging. Returnable packaging that cannot be exchanged upon delivery will be sent back to the supplier's postal address at his costs and risk.

VII. Provision, retention of title

(1) As far as we are providing parts to the supplier, we reserve the title to these. Processing and remodelling by the supplier is carried out for us. In case of processing or mixing with other goods that do not belong to us, we acquire the title to the new product in the proportion of the value of our product (purchase price plus VAT) to the other processed or mixed products at the time of processing or mixing. If the mixing takes place in such a way that the product of the supplier has to be considered the main product, he will transfer a proportional joint title to us; the supplier will hold sole title or joint title in custody for us.

(2) Retention of title on the part of the supplier will only become a part of the contract if the retention of title expires upon payment of the price agreed for the goods subject to retention of title and if we are authorised to resell and process them in the proper course of business. A supplier's retention of title that goes beyond this is not accepted.

VIII. Liability for defects, product liability

(1) We are obligated to inspect the goods following delivery by the supplier, insofar as this is feasible in the proper course of business, and to notify him of any defect that becomes

apparent. The notification of a defect is considered as having been made in time if the supplier receives it within two weeks of delivery or, in case of hidden defects, of discovery of the defect.

(2) We are entitled to statutory claims for defects in the full amount; in any case, we have the right to demand the supplier to remove the defect or to supply new products, depending on our choice. The supplier has to immediately deliver the supplementary performance in the form of a removal of defects or delivery of a new product. The supplier has to bear all the costs incurred in delivering the supplementary performance, especially transport costs, road charges, labour costs, and material costs. In cases of defects, the same applies to inspection costs, if these exceed the usual amount. The right to claims for damages, especially damages instead of performance, is explicitly reserved. The rectification of defects is considered failed after the first unsuccessful attempt.

(3) In urgent cases, especially to avert imminent dangers or to prevent major damages, we have the right to remove the defect ourselves or through a third party at the cost of the supplier. We have the same right if the supplier is delayed in removing the defect. In a case of verifiable operation hazard, the defect will be removed immediately and at the cost of the supplier. We will inform the supplier before these measures are taken, unless an immediate replacement is necessary to avert damage in urgent cases; in this case, we will provide subsequent notification as soon as possible. This does not affect the supplier's liability for defects.

(4) If we take products back due to a defect of the item provided by the supplier or if the selling price was reduced at our expense or if any other claims are asserted against us because of this, we reserve the right of recourse towards the supplier; in this case, there is no obligation to set a time limit otherwise necessary for our claims arising from defects against the supplier. In case of recourse against the supplier, we have the right to require him to reimburse the expenses caused by the defectiveness of the service, which we incurred in regard to our customers, if the claim of defect asserted by the customer was already existent at the time when the risk changed over to us.

(5) If a material defect appears within six months of the risk changing over, it is assumed that the defect already existed at the time the risk changed over, provided that this assumption is consistent with the type of the item or defect.

(6) Claims based on defects of titles expire after ten years. If the delivered item is a product that has been used for a building, in accordance with its customary use, and caused it to be deficient, claims based on material defects regarding this expire after five years; apart from that, claims based on material defects expire after three years. Provisions on commencement of the limitation period remain unaffected as well as provisions on suspension of expiration of the period of limitation, suspension of and recommencement of the period, unless these purchase conditions contain more favourable provisions.

(7) If we are held liable based on product liability, the supplier has the obligation to exempt us from such claims, if and to the extent to which the damage was caused by a defect of the contractual object delivered by the supplier, and if – in cases of fault-based liability – the fault lies with the supplier. If the cause of the damage falls into the supplier's sphere of responsibility, he bears the burden of proof in this respect. In these cases, the supplier will

bear all costs and expenses, including the costs of possible prosecution or product recalls. Apart from this, statutory provisions apply.

IX. Right of set-off and right of retention, non-assignment clause, securities

(1) We are entitled to unlimited rights of set-off and rights of retention to the extent prescribed by law. The supplier must not transfer claims based on the business relationship with us to third parties. The supplier can only set off those claims that are undisputed, legally established or have been acknowledged by us. The supplier is only authorised to exercise the right of retention if his counterclaim is based on the same contractual relationship.

(2) If advances have been agreed, the supplier has to issue an advance payment bond for the amount of the advance payment plus interests to us as security for its repayment. This has to be an unconditional, unlimited, irrevocable, and absolute guarantee on first demand of a lending institution or loan insurer licensed in the European Union. The guarantee has to be subject to substantive Dutch law. The guarantee has to contain the obligation of waiving the defence of challenge and the right of deposit. Additionally, the guarantee has to contain the obligation to waive the defence of set-off, unless the counterclaim of the supplier is undisputed or has been legally determined. The advance payment bond has to be returned when the advance plus interests has been fully redeemed by offsetting against outstanding payments or if the supplier has fully paid back the advance plus interests. We have the right to refuse a guarantor.

(3) If it has been agreed that the purchase price will be withheld until the supplier has met all his obligations and if this is paid to the supplier before the period agreed in the contract terminates or before the supplier meets all his obligations, the supplier has to provide guarantees for orders for the same amount that is withheld as security. This has to be an unconditional, unlimited, irrevocable, and absolute guarantee on first demand of a lending institution or loan insurer licensed in the European Union. The guarantee has to be subject to substantive Dutch law. The guarantee has to contain the obligation of waiving the defence of challenge and the right of deposit. Additionally, the guarantee has to contain the obligation to waive the defence of set-off, unless the counterclaim of the supplier is undisputed or has been legally determined. The advance payment bond has to be returned when the supplier has met all contractual obligations. We have the right to refuse a guarantor suggested by the supplier based on important grounds.

X. Revocation

(1) We have the right to revoke the contract if the supplier stops making payments or if insolvency proceedings or equivalent legal proceedings are filed or if such proceedings are opened or if their opening is rejected for a lack of assets. This does not affect other rights.

(2) Force majeure or other circumstances we cannot avoid give us the right – without prejudice to our other rights – to revoke the contract in part or in full, insofar as our interest in the service is omitted due the unavoidable circumstance.

(3) If the customer legitimately revokes the contract and if this revocation is not due to violation of duty on our part, we have the right to revoke the contract with the supplier if we do not have any alternative sales opportunity or possible use. Should the supplier not have any alternative sales opportunity or possible use, either, he can demand that we reimburse him for costs he incurred until the time of the revocation.

XI. Minimum wage

(1) The supplier commits to complying with the provisions of the law on the provisions for a minimum wage and to pay all employees at least the statutory minimum wage according to local regulations.

(2) Insofar as the content of our order falls within the material scope of application of an industrial sector that is included in the law on posting of workers and a statutory minimum wage has been determined for this industrial sector in accordance with the law on posting of workers, the supplier commits to paying his employees who are responsible for the execution of our order a wage that complies with the provisions of a generally binding collective wage agreement that applies to the supplier or with a statutory ordinance based on the law on posting of workers.

(3) The supplier has the obligation to promptly prove compliance with the obligations set out in clauses 1 and 2 of this section in regard to payment of wages to his employees responsible for the execution of our order at our request. For this purpose, the supplier will submit current and verifiable proofs (e.g. wage/salary statements).

(4) If the supplier uses subcontractors to execute our order, he commits to only commissioning subcontractors if these have bindingly agreed to the obligations in clauses 1, 2, and 3 of this section. The supplier is obligated to monitor the proper payment of wages to the employees of his subcontractors who are responsible for the execution of our order and to promptly submit corresponding proofs to us, if requested to do so. Additionally, the supplier commits to only commissioning his subcontractors under the condition that these will only commission possible subcontractors if these also have bindingly agreed to the obligations in clauses 1, 2, and 3 of this section.

(5) If we as a client of the supplier are liable for violations of the minimum wage law on the part of the supplier or violations of these on the part of all further subcontractors of the supplier, the supplier will exempt us from any liability towards and claims asserted by the public or private sector. We have the right to demand, at any time, that the supplier provides securities or a bank guarantee for the purpose of hedging these risks.

XII. Energy Management

We have integrated an energy management system according to DIN EN ISO 50001 into our management system and will prefer to use energy-optimized products and services in our company in the future. This must be taken into account in future offers.

XIII. Environmentally-friendly deliveries and services

The Client strives to avoid using environmentally-hazardous products and processes. The Contractor shall ensure that it neither supplies nor uses any products that are hazardous to health or to the environment and uses no procedures that are hazardous to health or to the environment. The Contractor is obligated to inform the Client comprehensively, at the contract negotiation stage and on an ongoing basis during the respective period of use or consumption, about possible hazards to health or the environment in connection with the delivered or used products or the procedures applied, as well as about suitable countermeasures against such hazards, and to cooperate on the measures required to avoid a hazard or to limit or make good direct and indirect damage and perform proper disposal. If the Contractor culpably infringes the obligations arising from the clause aforementioned, it must indemnify the Client against the costs it incurs in relation to carrying out such measures, to the amount of the agreed order value.

XIV. Severability clause

If one or more of the provisions in this contract is or becomes ineffective or void, the effectiveness of all other provisions or agreements shall remain unaffected. The parties commit to replacing ineffective or void provisions by effective ones which correspond as closely as possible to the economic purpose of the ineffective provision. The same applies if the contract should have a gap that needs to be closed.

XV. Applicable law and jurisdiction

(1) The law of the Netherlands applies to all legal relationships between us and the supplier, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising from this contractual relationship is our company seat. This also applies to cases of actions arising out of a bill and actions arising out of a cheque. However, we do have the right to sue the contracting partner at its company seat.

Code of conduct for business partners of voestalpine

This code of conduct defines the principles and requirements of voestalpine towards its suppliers and service providers as well as business facilitators, consultants and other business partners. The principles and requirements are based on the code of conduct of voestalpine and the principles of the UN Global Compact.

Compliance with the law

- The business partner commits to observation of the laws of the respective applicable legal system(s).

Fair competition

- The business partner commits to not restricting free competition and to not violating provisions of national or international cartel law.

Prohibition of active and passive corruption / prohibition of granting benefits (e.g. gifts) to employees

- The business partner commits to not tolerating any form of active corruption (offering and granting benefits, bribery) and passive corruption (demanding and accepting benefits) or to engage in these in any form.
- The business partner commits to not offer gifts or other personal benefits (e.g. invitations) to voestalpine employees or close relatives of voestalpine employees, if the overall value and the specific circumstances suggest that a certain behaviour of the recipient of the benefit is expected as compensation. Whether this is the case depends on the specific circumstances of each case. Gifts of moderate value and hospitality to an extent customary in business situations are permitted in any case.
- Moreover, the business partner commits to offer employees, who receive goods or services for private purposes, the customary market price or only offer discounts and other benefits if these are granted to all employees of voestalpine.

Respect and integrity

- The business partner commits to observing and respecting human rights, based on the European Convention on Human Rights and UN Charter, as fundamental values. Especially, this applies to the prohibition of child labour and forced labour, to equal treatment of employees and the rights to representation of interest and collective negotiations.
- Additionally, the business partner commits to assume responsibility for the health and safety of its employees.

Supply chain

- The business partner will take appropriate measures to promote compliance with the provisions of this code of conduct on the part of its business partners.