

A. GENERAL CONTRACTUAL PROVISIONS

1. Area of application and general

The provisions of this section A. shall apply to all performances carried out by voestalpine Signaling Siershahn GmbH (hereinafter: the "Supplier") for the client if and insofar as these General Terms and Conditions of Business and Delivery have been duly incorporated into the contractual relationship with the client. The general terms and conditions of business of the other party (hereinafter: the "Client") shall only apply if the Supplier has explicitly agreed to them in writing.

Legally relevant declarations and notifications which the Client must submit to the Supplier after conclusion of the contract (e.g. the setting of deadlines, notifications of defects, declarations of rescission or price reduction) must be made in writing in order to be valid. Transmission by telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form requirement.

2. Conclusion of the contract

Offers submitted by the Supplier shall be non-binding and subject to confirmation. This shall also apply if the Supplier made catalogues, technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards, specimens), other product descriptions or records - also in electronic form - available in advance.

Orders submitted by the Client shall only become binding once they have been confirmed in writing by the Supplier or, if no written confirmation is issued, when the ordered goods have been delivered by the Supplier.

3. Intellectual property, confidentiality

the Supplier reserves title to all intellectual property rights to which it is entitled, in particular copyrights, copyrighted rights of use and other rights of use, in respect of any and all drawings, illustrations, calculations, prospectuses, catalogues, models, tools and other records and aids (hereinafter: "Documents") made available by the Supplier to the Client. The Client may not make these Documents available to third parties, publicize them, use or copy them itself or via third parties or carry out any other acts of use without the explicit prior written consent of the Supplier, unless this is necessary in order to implement the contract concluded with the Supplier. The Client must, at the request of the Supplier, return these Documents to the Supplier and destroy any copies thereof if they are no longer required by the Client in the ordinary course of business or if negotiations did not result in the conclusion of a contract. the Supplier shall likewise treat any and all documents of the Client as confidential.

4. Prices, terms of payment

Unless indicated otherwise, prices shall be ex works, excluding transport and packaging and plus VAT. Prices shall be quoted in EURO. The VAT shall be shown separately.

Unless agreed otherwise, the agreed prices shall be due and payable on delivery (cf. B.1) or acceptance (cf. C.2) and upon receipt of a proper invoice.

The Client may only offset prices against claims that are due for judgment, uncontested, final and incontestable or that have been explicitly acknowledged. The client is only authorized to exercise rights of retention that are due for judgment, uncontested, final and incontestable or that have been explicitly acknowledged by the Supplier.

5. Limitation of liability

the Supplier's liability for damages shall in principle be excluded. This shall not apply

- to loss or damage based on the violation of a material contractual obligation. A material contractual obligation shall in particular be an obligation that is such that the contract can only be duly and properly executed if it is fulfilled and the other party generally can and does rely on compliance therewith. In such a case, the Supplier's liability shall be restricted to compensation of the foreseeable, typically occurring loss or damage;
- to loss or damage resulting from a violation of a guarantee issued by the Supplier;
- to loss or damage based on an intentional or grossly negligent breach of duty on the part of the Supplier or a legal representative or vicarious agent of the Supplier;
- to loss or damage arising from injury to life, limb or health based on an intentional or negligent breach of duty on the part of the Supplier or a legal representative or vicarious agent of the Supplier;
- to claims pursuant to the Product Liability Act.

The provisions set forth in this section 5 shall not affect the statutory allocation of the burden of proof.

6. Force majeure

Should one of the parties be (temporarily) unable to fulfil a contractual duty as a result of an external event that is not connected to its operations, is not foreseeable and cannot be avoided even where extreme diligence is exercised ("Force Majeure") such as war, civil unrest, natural disasters, strikes, export and import restrictions, epidemics and pandemics caused by infectious diseases, travel warnings issued by the authorities or ministries,

acts of piracy etc., the relevant duty to perform shall be suspended for the duration of the Force Majeure plus a reasonable period thereafter to make it possible for such a party to restore its ability to meet its obligations.

Should the Force Majeure last more than six months or should it be certain that the Force Majeure will last for at least a continuous period of this length, each of the parties shall be entitled to withdraw from that part of the contract affected by the Force Majeure within a period of two calendar weeks.

7. Jurisdiction and applicable law

All contracts concluded between the Supplier and the Client shall be subject exclusively to the laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) and the conflict of laws provisions.

Should the Client be a merchant, a legal entity under public law or a special fund under public law or should it not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes in connection with this contract shall be at the Supplier's option the registered office of the Supplier or the general place of jurisdiction of the Client. This shall not affect mandatory statutory provisions on exclusive places of jurisdiction.

8. Export licences

Unless explicitly agreed otherwise, the risks and costs associated with (not) obtaining any required export and/or import permits shall be for the account of the Client. This shall also apply should the Supplier support the Client, either voluntarily or at the latter's request, in obtaining such permits. Should the parties agree in an individual case that the risks and costs associated with (not) obtaining any required export and/or import permits are for the account of the Supplier, the following shall apply:

- The Client undertakes to provide the Supplier without undue delay with full and accurate information necessary for applying for and obtaining the required export and/or import permits.
- The Client undertakes to provide all the necessary cooperation required for applying for and obtaining any required export and/or import permits, in particular to issue the necessary declarations to the authorities.
- The Client undertakes to comply with regulations imposed by the authorities in connection with obtaining any required export and/or import permits, in particular to use products only for the purposes specified in the export and/or import permits.
- The Client indemnifies the Supplier against any and all claims of third parties if and insofar as these claims – irrespective of their legal justification by the third party – actually result from the culpable breach by the Client of the aforesaid obligations.

9. Privacy and information requirements

To comply with the data protection obligations, we refer to our privacy policy, available at <https://www.voestalpine.com/railway-systems/en/data-privacy/> in the currently valid version.

B. SPECIAL PROVISIONS FOR PURCHASE AGREEMENTS AND CONTRACTS FOR COMMISSIONED WORK

The provisions of this section B. apply exclusively to purchase agreements (section 433 German Civil Code) and contracts for work and materials (section 650 German Civil Code) between the Supplier and the Client concerning the delivery of movable items ("Goods").

1. Terms of Delivery

Unless explicitly agreed otherwise, delivery shall be EX WORKS supplying plant of the Supplier Incoterms 2010. This also applies where the Supplier tasks a freight forwarding company with transporting the Goods at the Client's request, expense and risk. In this case the Supplier shall assign any compensation claims to which it is entitled against the freight forwarding company to the Client.

The delivery period shall commence upon conclusion of the contract, if the Client has provided the Supplier within one calendar week after receipt of confirmation of order with all necessary technical information in full and has granted the requisite authorizations and design approvals. Where the technical information has not been provided at the aforementioned time, the period for delivery by the Supplier shall commence once the Supplier has received all necessary technical information in full and been provided with the authorizations and design approvals by the Client. Delivery dates or periods agreed by the Supplier shall become invalid if more than 8 (eight) calendar weeks lapse between conclusion of the contract and full receipt of all technical information.

Should the parties agree in an individual case that the risks and costs associated with (not) obtaining any required export and/or import permits are for the account of the Supplier, the delivery period shall be extended by such period caused by a delay in obtaining the required export and/or

import permits plus a reasonable period for carrying out the delivery, if obtaining said permits is delayed for reasons for which the Supplier is not responsible. The Supplier shall be entitled to make partial deliveries if and to the extent this does not unreasonably affect the interests of the Client. This shall particularly be the case where

- partial delivery can be used by the Client for the purpose of the contract,
- delivery of the remaining ordered Goods has been ensured, and
- the Client does not incur considerable additional expenses or costs as a result thereof (unless the Client agrees to assume such costs).

The Client undertakes to notify the Supplier immediately of any imminent delay in acceptance of the Goods.

Where the Client is in default with acceptance, the risk of accidental destruction or deterioration of the Goods shall pass to the Client as from said time, and the Supplier shall be entitled to set the Client a reasonable period for acceptance. Should such period expire without results, the Supplier shall have the right to rescind the contract and claim damages in accordance with statutory provisions. The setting of a period by the Supplier can be dispensed with if the Client is responsible for unloading the Goods at the place of delivery and unloading is delayed for reasons attributable to the Client.

2. Material defects, defect-related rights

Unless otherwise provided for herein, the rights of the Client with regard to material or legal defects shall be subject to the statutory provisions. In all cases, the statutory provisions regarding final delivery of the Goods to consumers shall remain unaffected (especially sections §§ 445a, 445b, 478 German Civil Code). In the case of material defects of the delivered Goods, the Supplier shall be entitled and obligated to choose, within a reasonable period, whether to repair or replace the Goods.

The Client's defect-related rights shall lapse if it makes changes to the Goods without the prior consent of the Supplier or has them changed by a third party, thus causing the defect in the first place or making it impossible or unreasonably difficult to remedy the same. In any event the Client shall bear any additional costs of remedying the defect that result from such changes.

The warranty period shall be one year from the transfer of risk, except where the mandatory provisions of sections §§ 445a, 445b, 478 German Civil Code apply. This neither applies to loss or damage based on an intentional or grossly negligent breach of duty on the part of the Supplier or a legal representative or vicarious agent of the Supplier nor to loss or damage arising from injury to life, limb or health based on an intentional or negligent breach of duty on the part of the Supplier or a legal representative or vicarious agent of the Supplier. The statutory limitation period shall apply in this respect.

3. Retention of title

For each specific contract the Supplier reserves title to the goods until all the claims arising out of said contract are settled in full ("ROT Goods"). The legal basis for the Supplier's claims against the Client is irrelevant. For the purposes hereof, 'claims' also includes amounts outstanding based on a negative current account balance. The Client shall store the ROT Goods for the Supplier free of charge.

The Client shall inform the Supplier in writing without delay in the event of attachments or enforcements by third parties that affect the Supplier's rights (especially the Supplier's retention of title). If the third party is not in a position to reimburse the Supplier the judicial and extrajudicial costs for an action pursuant to section 771 Code of Civil Procedure or some equivalent form of action provided for in the legal system in place at the location where the ROT Goods are stored, the Client shall be liable for the loss sustained by the Supplier. Where the ROT Goods are processed or reconfigured by the Client, this shall always be done on behalf of the Supplier as the manufacturer. The Supplier shall acquire title directly and shall not incur any obligations as a result. If the ROT Goods are combined with other objects that do not belong to the Supplier, the Supplier shall become co-owner of the resulting goods in proportion to the value of the ROT Goods relative to the value of the other objects at the time of processing. The same shall apply to the goods resulting from processing as applies to the ROT Goods. If the Supplier's title lapses owing to processing, combining or mixing, the Client shall transfer a share of its (co-)title to the Supplier in proportion to the invoice value of the ROT Goods.

The Client may only sell ROT Goods within its normal course of business. The Client is entitled and authorized to resell ROT Goods on condition that all claims it may have against its customers or third parties out of the resale are assigned to the Supplier. As of the date hereof the Client hereby assigns its claims from the resale of ROT Goods to the Supplier in the amount of the invoice value of the ROT Goods - on a pro rata basis in the event that the Supplier is co-owner of processed goods. The Supplier hereby accepts this assignment. The Client has no right to dispose of the ROT Goods in any other manner; in particular, the Client may not pledge the ROT Goods or transfer title to them by way of security. The Supplier can revoke the Client's right to sell the ROT Goods i) if the Client's financial position deteriorates substantially (especially if one of the grounds for insolvency pursuant to sections 17-19 Insolvency Code applies or if insolvency proceedings are applied for or opened), ii) if the Client ceases to perform its payment obligations from the proceeds collected, or iii) if the Client defaults on payment. In these cases the Supplier also has the right to rescind the contract and to require the Client to return the ROT Goods.

The Client is authorized to collect the claims it has assigned to the Supplier. The Supplier can revoke or amend the Client's authority to collect the assigned claims

(in particular, the Supplier can require the Client to transfer the proceeds from the assigned claims to a separate fiduciary/trust account). The Supplier shall only

avail itself of its right to revoke or amend the Client's authority i) if the Client's financial position deteriorates substantially (especially if one of the grounds for insolvency pursuant to sections 17-19 Insolvency Code applies or if insolvency proceedings are applied for or opened), ii) if the Client ceases to perform its payment obligations from the proceeds collected, or iii) if the Client defaults on payment. The Client has no right to assign the claims to third parties. At the Supplier's request, the Client shall inform its customers about the assignment of the claims to the Supplier and provide the Supplier with the information/documentation necessary to collect the claims.

At the Client's request the Supplier agrees to release the collateral it is entitled to in accordance with the above insofar as its realizable value exceeds the secured claims by more than 10%. The Supplier can choose which collateral to release.

If the Client asks for the ROT Goods to be delivered to a country that does not recognize the above retention of title or where it does not have the same effect as in Germany, the Client must take all measures/make all declarations necessary to create comparable security rights. The same shall apply if the Client introduces the ROT Goods into such a country.

C. SPECIAL PROVISIONS FOR COMMISSIONED WORK PERFORMED

The provisions of this section C. apply exclusively to contracts for work and services (section 631 German Civil Code) between the Supplier and the Client. Such contracts can, for example, have as their subject planning work, maintenance, repair and overhaul work, switch or rail grinding or installation support.

1. Cooperation obligations of the Client

In the case of maintenance, repair and overhaul work, the Client shall, in a timely manner before the work is commenced, provide the relevant safety provisions that apply at the respective site and – should special equipment be required for this – the necessary means for complying with such safety provisions.

The Client shall, in a timely manner, ensure that there is sufficient installation space at the time of the agreed commencement of the work. This includes, in particular, ensuring unimpeded access for the personnel and vehicles of the Supplier required to carry out the commissioned work. The Client shall take precautions to ensure that all relevant occupational and operational safety provisions are complied with and monitored before, during and after the Supplier's performance of the commissioned work. The Client shall ensure that permits and/or access permits for the Supplier personnel for performance of the commissioned work are obtained in a timely manner.

2. Acceptance

The Client shall accept the commissioned work performed. Both parties shall prepare an acceptance report documenting the acceptance which shall include any defects recognized within the acceptance process. This acceptance report shall be signed by both parties. Partial acceptance is also possible upon request by one of the parties. The acceptance or partial acceptance cannot be refused due to insignificant defects.

The commissioned work shall be deemed accepted if

- the Supplier, after completing its work, asked the Client for acceptance or partial acceptance and
- the Client did not accept the work in spite of a grace period set by the Supplier, and
- acceptance was refused for a different reason than due to a significant defect notified to the Supplier.

The commissioned work shall be deemed accepted if the Client, in breach of contract, makes use of the contractually agreed work before acceptance has taken place.

3. Defect-related rights

The rights of the Client in case of material and legal defects shall be subject to the statutory provisions unless otherwise specified below.

If the Client accepts the commissioned work even though it is defective, and if the Client is aware of the defect upon acceptance, the Client's rights in case of defects shall, notwithstanding the preceding paragraph, be excluded unless it has reserved the right to assert claims.

The Client's defect-related rights shall not apply if the Client changes the commissioned work or has it changed without the Supplier's consent, and the defect only arises as a result of this or, due to this, it becomes impossible to remedy the defect or such remedying is made unreasonably difficult. In any event the Client shall bear any additional costs of remedying the defect that result from such changes.

Where the Supplier provides information or advice and such information or advice is not part of the contractually agreed scope of performance owed by it, this is done free of charge and excluding any liability.

