

1. General Provisions

These purchasing conditions exclude any others; if the supplier's general contracting conditions differ from these, they shall only be accepted if voestalpine Railway Systems JEZ has confirmed as such in writing. The acceptance of supplies or provisions from the supplier, or even their payment, in no way indicates approval of the supplier's sales conditions.

2. Closure and amendments to the contract

Orders and contracts, as well as their amendments and extensions, must be executed in writing.

The personal data protection document, the mutual confidentiality agreement, and the code of conduct for voestalpine's business partners are integral to the general purchasing conditions. The supplier can access these documents on the web of voestalpine Railway Systems JEZ.

3. Supply

Deviations from the contracts and orders issued by voestalpine Railway Systems JEZ are only admissible if voestalpine Railway Systems JEZ has given prior written approval.

The agreed dates and terms shall be binding. The delivery date or deadline is the date when voestalpine Railway Systems JEZ receives the goods.

In principle, partial deliveries are not accepted except when expressly authorized by voestalpine Railway Systems JEZ.

Quantities, weights and measurements shall be governed by the values obtained through controls performed when the goods are received, regardless of any other tests.

4. Method of payment

Except when expressly agreed otherwise, invoices shall be paid within 60 days of being received and always on the 5<sup>th</sup> of each month.

5. Guarantee

When receiving goods voestalpine Railway Systems JEZ shall reserve the right to check that there are no deficiencies, and especially that they are correct and complete, to the extent practicable and as quickly as possible for its ordinary course of business. Any defects found shall be subject to an immediate claim from voestalpine Railway Systems JEZ as soon as they are discovered. In this context, the supplier waives the right to challenge claims generated by voestalpine Railway Systems JEZ outside the usual time limits.

If voestalpine Railway Systems JEZ incurs expenses as a result of the defective delivery of the subject of the contract, especially for transport, travel, labour, materials, or more extensive than usual controls upon receiving goods, these expenses shall be borne by the supplier.

## voestalpine Railway Systems JEZ SL

### 6. Product liability

In the event that voestalpine Railway Systems JEZ is held liable in relation to a product, the supplier shall exempt it from liability whenever the harm is caused by a defect in the object supplied. In cases of fault-based liability, the above shall only apply if the supplier is culpable. Whenever the cause of the harm falls within the scope of liability of the supplier, it shall assume all costs and expenses.

### 7. Causes for contract termination

The existence of force majeure, labour conflicts, business interruptions where there is no culpability, civil disorder, administrative measures, and other inevitable events, exempts voestalpine Railway Systems JEZ from the obligation to accept deliveries on the agreed date while the circumstances persist. Furthermore, while these circumstances persist and for two weeks after they finish, voestalpine Railway Systems JEZ shall be entitled to fully or partially cancel the contract, regardless of its other rights, as long as the duration of the circumstances is not immaterial, and its supply needs are considerably reduced due to provisioning through other suppliers as necessary due to said circumstances.

### 8. Applicable law

Contracts will be governed by Spanish law.

If there are any disputes regarding the contract, the parties will go to arbitration according to Law 60/2003 of December 23. The arbitration court of the Chamber of Commerce and Industry of Álava is hereby designated as administrator.

### 9. Supplier Evaluation

The suppliers of voestalpine Railway Systems JEZ SL will be regularly evaluated according to their performance taking into account quality, environmental, safety and energy efficiency criteria.