

## General Terms and Conditions of Purchase of Stadler Rail Service Deutschland GmbH (SRS DE)

### Section 1 Scope

1. These Terms and Conditions of Purchase ("GTCP") shall apply to all procurement transactions between Stadler Rail Service Deutschland GmbH (SRS DE) - hereinafter also referred to as "Client", "Purchaser" or "Stadler" - on the one hand and its Suppliers - hereinafter also referred to as "Contractor" - on the other hand. They shall apply only if the Contractor is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

2. The legal relationship between the Contractor and the Client shall be governed by these Terms and Conditions. Any deviations, amendments and supplements must be made in writing. Any terms and conditions of the Contractor that conflict with, supplement or deviate from these Terms and Conditions shall become part of the contract only if expressly acknowledged by the Client in writing. Any uncontradicted acceptance of deliveries and services and their payment as well as silence on the part of the Client shall in no case constitute an acceptance of the Contractor's terms and conditions. The Client objects to any additional or contradictory or conflicting terms or conditions in any offers, order acceptances or confirmations by the Contractor.

3. Individual agreements made with the Contractor on a case-by-case basis, particularly after sales purchasing specifications etc. (including side agreements, supplements, amendments) shall always take precedence over these GTCP. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.

4. As far as mutual commercial transactions are concerned, these GTCP shall also apply to all future legal relationships between the Contractor and the Client, even if no express reference is made to these Terms and Conditions of Purchase in individual cases.

5. These GTCP shall apply to all procurement transactions, such as spare parts, equipment, parts, raw materials, other materials, software, factory services of all kinds or services ("the delivery item" or "the supplies").

6. If the contractual services are construction services, they shall exclusively be subject to the statutory regulations, excluding the provisions of VOB/B regulations.

### Section 2 Offer / Placing of orders

1. Offers shall be prepared free of charge for the Client.

2. In his offer the Contractor shall expressly draw the Client's attention to any deviations from the enquiry documents.

3. Delivery contracts shall become effective only after the Contractor has confirmed the Client's order in writing and without any change of their content - or has started to provide the service based on an order placed by the Client.

4. If the Contractor fails to confirm the order within one week of receipt of the order and does not commence performance within this period, the Client shall be entitled to revoke the order without the Contractor being entitled to any claims for damages in this respect.

### Section 3 Service content / changes / spare parts

1. The content and scope of service shall be governed by the individual purchase order and the applicable documents referred to in each purchase order as well as by these Terms and Conditions of Purchase and Ordering. Ideas, drafts, mock-ups, samples, and any other work results created by the Contractor while providing the services shall be part of the contractual service.

2. The Contractor shall check all specifications, service descriptions and other information provided to him for executing a supply contract as well as any provisions, parts and other materials provided for the execution of the supply contract for their suitability

regarding the purpose intended by the client and the Client's end customer. If it becomes apparent in that process that deviations or corrections to customer-furnished items or contractual items are necessary or expedient, the Contractor shall inform the Client thereof without delay. The Client will then inform the Contractor in writing whether and, if so, which changes the Contractor shall make. If, from the Contractor's point of view, such changes could result in a change in the agreed costs of the contractual items or agreed deadlines not being met, the Contractor shall notify the Client without delay. The parties shall mutually agree on reasonable arrangements regarding the effects, particularly regarding additional or reduced costs and agreed deadlines. If no agreement is reached within a reasonable period, the Client shall decide at his reasonable discretion.

3. The Contractor shall make sure to become aware in good time of all information and circumstances relevant to the fulfilment of his contractual obligations and of the Client's intended use of his deliveries. The Contractor may invoke the absence of necessary documents only if he has requested the documents in writing in due time and has not received them within a reasonable period. The Contractor warrants that his deliveries include all services required for proper and safe use, that they are suitable for the intended use and that they comply with the current state of the art.

4. When providing the services, the Contractor shall observe all relevant standards, laws, and legal provisions under applicable law, particularly the relevant regulations regarding safety, environmental protection, hazardous substances, dangerous goods, and accident prevention, and he shall comply with the generally recognised safety rules and the corresponding specifications of the Client and the End Customer.

5. The Client may request the Contractor to make changes to the deliverables, particularly regarding the design and configuration, at any time prior to acceptance. The Contractor shall be obliged to implement the changes without delay based on these contractual conditions. If, from the Contractor's point of view, such changes could result in a change in the agreed costs of the contractual items or agreed deadlines not being met, the Contractor shall notify the Client without delay. Reasonable arrangements shall be made by mutual agreement regarding the effects, particularly regarding additional costs or savings and the agreed deadlines. If no agreement is reached within a reasonable period, the Client shall decide at his reasonable discretion.

6. The Contractor shall ensure that he can supply the Client with further contractual items or parts thereof as spare parts for a period of 15 years, commencing after delivery of the contractual items, unless a compatible or adequate part can be supplied due to technical progress.

### Section 4 Software

1. If the Contractor is obliged to deliver software, the Contractor shall grant the Client a non-exclusive, transferable licence, unlimited in time and place, as described in more detail in section 4 para. 3. The contractually agreed remuneration shall also cover any license fees.

2. If a third party is the owner of the property rights and copyrights to the software, the Contractor shall ensure that the Client is granted a licence to the same extent as described in section 4 para. 1.

3. The Client shall be entitled to use, reproduce, edit, and decompile the software. Granting of rights shall also include the authority to perform all operations normally associated with the use and operation of the software during manufacture, sale, overhaul, repair, refit, and maintenance of railway vehicles and their carriages. The Client may also transfer this right to affiliated group companies. A group company affiliated with the Client shall mean any company which controls the Client, is controlled by the Client or is under common control together with the Client. For the purpose of this definition, a company shall be deemed to control another company if it holds, directly or indirectly, more

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than 50% of the voting rights or assets of that company. Customers of the Client may use the software as far as related to the operation of the rail vehicles modified or manufactured by the Client.

### Section 5 Special obligations for services

1. For each contract concluded, the Client will appoint an employee who shall supervise the performance of the contractual services and shall be the Contractor's contact person for all questions relating to the performance of the ordered service. The Contractor shall be responsible for instructing and supervising his employees.
2. In order to ensure proper and timely performance of the contract, the Contractor shall only provide qualified employees. If employees of the Contractor must be replaced for reasons associated with their personal circumstances, the Contractor shall not be permitted to claim a missed deadline or assert claims for compensation.

### Section 6 Deadlines / Default / Damage caused by default

1. Agreed dates and delivery periods are binding; if a delivery date that can be determined by calendar has been agreed, the supplier shall be in default if this date expires unsuccessfully. The receipt of the defect-free delivery and/or service at the place of performance or the successfully performed acceptance or other performance check, if agreed or provided for by law, shall be decisive for compliance with agreed periods and deadlines.
2. The Contractor shall be obliged to notify the Client without delay in writing of any recognisable delay in his performance, any foreseeable delay in his performance or any recognisable or foreseeable issues regarding the agreed quality of the delivery. The Contractor may invoke causes of delay he is not responsible for only if he has complied with his obligation to notify the Client.
3. Notification of delays by the Contractor and any associated updates of agreed delivery deadlines shall in no way release the Contractor from the consequences of default unless the waiver of consequences of default is expressly declared in writing by the Client when the deadline is changed. In this respect, the Client shall continue to be entitled to all rights under the delivery contract resulting from or in connection with the Contractor's delay, despite the updating of the delivery dates following notification of delays by the Contractor.
4. In the event of default on the part of the Contractor, the Client shall be entitled to claim liquidated damages from the Contractor without setting a further grace period. This shall amount to 0.3% of the total net order value per working day of delay, but in total not exceeding 5% of the total net order value. The Client reserves the right to prove that the damage was higher. The Contractor shall be entitled to prove that no damage or significantly less damage has been incurred. The assertion of further rights shall remain unaffected by this. Liquidated damages shall be set off against any actual damage caused by the delay and asserted. The Client may claim liquidated damages until the contractual items have been fully paid for.

### Section 7 Force Majeure

1. If, due to force majeure, the Contractor's obligation to perform is suspended for a period of more than two weeks, the Client shall be entitled to terminate the contractual relationship with immediate effect. In this case, the Contractor may demand reimbursement of his proven expenses incurred in reliance on the continuation of the contractual relationship until the suspension of the contractual obligations.

### Section 8 Prices / Terms of delivery and payment / Assignment of claims / Set-off / Right of retention

1. The agreed prices are all-inclusive fixed prices. If hourly rates are included in the offer, they shall only serve the purpose of cost

transparency. Anything to the contrary shall only apply if it is expressly agreed in writing that the services shall be invoiced by units based on negotiated hourly rates.

2. Unless otherwise agreed in individual cases, the prices shall include all expenses incurred by the Contractor, such as costs for materials, use of facilities, travel expenses, transport, insurance, packaging, delivery free buyer's address, customs duties, taxes, etc.
3. Deliverables shall be delivered in accordance with the Client's currently applicable logistics guidelines published on the Stadler Rail Group website under the link <https://www.stadler-rail.com/de>. They shall be properly packed (in accordance with the delivery variant), labelled and provided with accompanying documents. Any additional costs incurred by the Client due to the Contractor's failure to observe the above regulations shall be borne by the Contractor.
4. If a payment plan has been agreed, payments shall be made after receipt of a corresponding partial invoice in accordance with the dates and partial amounts agreed in the payment plan. Prior to acceptance of the overall performance by the Client, all payments shall be made as down payments without recognizing fulfilment of the performance to date. Invoicing of the final instalment shall in any case take place only after complete delivery and, if contractually agreed or required by law, after acceptance of the overall delivery.
5. Invoices shall be sent electronically, stating the delivery note number, order number, order code and numbers of each individual order item, by e-mail to the invoice e-mail address stated in the order. The invoice must also contain all information required for any input tax deduction, the Contractor may be entitled to, particularly the tax-payer's account number or VAT identification number and other mandatory information of an invoice in accordance with the relevant statutory provisions as applicable by law. If the invoice does not contain the aforementioned data, the Client is not obliged to pay the VAT shown. If the Client is denied input tax deduction due to an improper invoice, the Contractor shall be obliged to pay back the VAT paid by the Client.
6. Payment will be made within 21 working days with a 3% discount or within 30 calendar days net, using the means of payment chosen by the Client. Payment periods will start with the later of the following options: (a.) delivery or acceptance of the service, (b.) receipt of the proper and auditable invoice or (c.) the delivery date stated in the order.
7. Unless otherwise agreed in the individual order, deliveries shall be made "Delivery Duty Paid" ("DDP") (in accordance with Incoterms 2020).
8. The Contractor is not entitled to assign his claims to third parties or to have them collected by third parties. If, contrary to sentence 1, the Contractor assigns his claims against the Client to a third party without the Client's consent, the assignment shall nevertheless be effective. However, the Client may, at his discretion, make payments with discharging effect either to the Contractor or the third party.
9. Payments by the Client shall be deemed to have been made as soon as the Client has issued the respective payment order.
10. The Client shall be entitled to set-off claims, including claims against the Contractor his affiliated companies are entitled to and claims against an affiliated company of the Client the Contractor is entitled to.
11. In the event of defective delivery, the Client shall be entitled to withhold payment proportionately to the value until proper delivery is made.

### Section 9 Provisions / Tools / Request for surrender

1. Unless expressly agreed otherwise, any drafts, samples, means of production, mock-ups, data media, prototypes, illustra-

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tions, drawings, documentation, materials, equipment, components, parts, containers, packaging, tools, measuring instruments, devices, samples or any other items, including items provided on loan, which are located at the Contractor's premises for the intended purpose (hereinafter "Provisions") are not the property of the Contractor, but remain the property of the Client.

2. Provisions shall be checked and verified by the Contractor without delay - any complaints shall be notified to the Client in writing without delay. The Contractor may use the materials provided only while processing the order for the Client and may not use them for other purposes or grant others permission to do so without the prior written consent of the Client.

3. Provisions shall be clearly marked as the property of the Client and kept with the care of a prudent businessman safely and separately from other items free of charge for the Client. The Contractor shall handle the Provisions carefully and properly, maintain them in good condition at his own expense, replace them if necessary and indemnify the Client against any claims, costs and damages arising from or in connection with the installation, use, storage, or repair of the Provisions. The Contractor shall bear the risk for the Provisions as long as they are in his custody or under his control. The Contractor is obliged to insure the Provisions at his own expense in the amount of the replacement value against all insurable risks (all risk). The Contractor hereby assigns his claims against the insurance company to the Client in advance. The Client hereby accepts this assignment. In all other respects the Client's Material Provision Guidelines, as amended and published on the website of Stadler Rail Group under the link <https://www.stadlerrail.com/de> shall apply.

4. The Client or a third party designated by the Client shall be entitled to enter the Contractor's premises at any time during normal business hours and to inspect the Provisions and related records.

5. The Client shall be entitled to demand the return of the Provisions at any time and without special reason. Upon such a request by the Client, the Contractor shall immediately return the materials provided, prepare them for shipment or deliver them to the Client against payment of the reasonable transport costs. The assertion of rights of retention or liens by the Contractor is excluded.

6. Where provided materials are processed, the Client shall become the owner of the new or transformed item already upon processing. The Contractor shall store the new or transformed item with the due care of a prudent businessman and free of charge for the Client.

7. Ownership of auxiliary mock-ups, tools, models, moulds, etc. produced by the Contractor (hereinafter referred to as "tools") which are required for the performance of the contractual service, shall pass on to the Client upon their creation. Therefore, tools shall be treated as provisions by the Client. The Client shall be entitled to demand at any time, at his own discretion, the surrender of the tools against reimbursement of the costs demonstrably incurred in the production of the tools and not amortised by payments or via a parts price at the time of the request for surrender. Even without agreement regarding the manufacturing costs to be reimbursed according to this regulation, the Contractor shall be obliged to hand over the goods immediately. A right of retention is excluded. After the end of the order the Client shall be entitled to have the tools destroyed by the Contractor free of charge for the Client. The destruction of tools requires the Client's written consent.

### Section 10 Subcontracting and general quality requirements

1. Subcontracting of orders to third parties is permissible only with the Client's written consent. If the Contractor breaches this rule, the Client shall be entitled to terminate the contract with immediate effect (important cause for termination).

2. The quality of the delivery items shall be subject to permanent monitoring and observation by the Contractor within the

framework of his quality management system. The supplier shall maintain and continuously develop an appropriate quality management system according to EN ISO 9001 et seq. At any time and provided that adequate prior notice is given, the Client may inspect the effectiveness of the quality management system in accordance with EN ISO 9001 et seq. within the scope of a factory tour. In this context, the Client shall be allowed to inspect the documents and documentation to the extent necessary to establish that the Contractor has effectively implemented the specifications. The Contractor shall keep the documentation safely and securely within the usual periods and, if agreed, attach it to the delivery as a record.

### Section 11 Incoming goods inspection / acceptance / transfer of risk / transfer of ownership / retention of title

1. In fulfilling the general quality requirements pursuant to Section 10 para. 2, the Contractor shall ensure that the delivery is free from defects by carrying out outgoing goods inspections and, in addition, by applying due care as is customary in the industry. Therefore, the Client will limit his inspection of the goods to identity and quantity (comparison of delivery notes with packaging details) as well as the external condition (particularly obvious transport damage). For deliveries for which any defects cannot be detected in this way, the right to notify defects is reserved until the delivery has been fully processed in the Client's ordinary course of business. In this respect, the Contractor waives the objection of delay pursuant to Section 377 HGB (German Commercial Code) as well as the legal consequences of Section 377 para. 2 and para. 3 HGB.

2. Where acceptance is required due to the type of delivery, the underlying law or a contractual agreement, the delivery shall be deemed to have been accepted upon written declaration of acceptance by the Client. If the Client does not comply with his obligation to witness an acceptance test after the Contractor's written notification of his readiness for acceptance, the delivery shall be deemed to have been accepted fifteen (15) days after the Contractor's written notification of readiness for acceptance, provided that no defects preventing acceptance are asserted by the Client during this period.

3. Unless otherwise agreed in writing in an individual contract, the risk shall be transferred upon acceptance of the delivery if acceptance is required in accordance with the above provision or otherwise upon complete delivery of the delivery item.

4. If the deliverable is produced by the Contractor himself, the Client shall become the owner of the deliverable upon its creation or otherwise upon delivery to the Client.

5. Any retention of title regarding the items to be delivered to the Client by the Contractor shall be excluded unless the Client expressly agrees in writing to a retention of title in a separate agreement.

### Section 12 Secrecy protection

1. The Contractor undertakes to keep strictly secret and to secure against unauthorised inspection, loss or use all non-obvious, commercial, and technical details which become known to him due to the business relationship. This shall also apply particularly to information provided (hereinafter collectively referred to as "Information"). Information must not be made accessible or handed over to unauthorised third parties without the Client's written consent. This obligation does not apply to information which (a) is or becomes generally known without breach of this obligation, (b) is made known to the Contractor by a third party without breach of any corresponding obligation, or (c) the Contractor can prove to have already possessed prior to the entry into force of this obligation or to have independently developed thereafter.

2. Reproduction of such information is permitted only within the scope of operational requirements and copyright regulations. Af-



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ter completing the work, the information provided to the Contractor shall be returned to the Client without being requested to do so or securely destroyed, after agreement with the Client. The Contractor shall not retain or store any copies, duplicates, etc., unless he is required to do so by law. Subject to further rights, the Client may demand their surrender as soon as the Contractor breaches his obligations. Reverse engineering in the form of observing, testing, examining or deconstructing products (particularly in case of purchaser-furnished items) to decipher the know-how contained in the product is expressly prohibited. In case of an actual or threatened breach of these Confidentiality Rules by the Contractor, the Client shall be entitled to interim relief and injunctive relief against such breach in addition to any other rights or remedies available to him by law.

For each case of breach of these confidentiality provisions, the Client may demand from the Contractor payment of appropriate liquidated damages, which the Client may determine at his reasonable discretion, and which shall be reviewed by the competent court, if disputed. Any further claims for damages by the Client shall remain unaffected. Liquidated damages paid shall be offset against any claims for damages.

3. As far as legally permissible, staff and subcontractors shall be bound accordingly.
4. Unless otherwise agreed in the order, this confidentiality obligation shall apply for an unlimited period from the conclusion of the contract.
5. The Contractor may advertise the business relationship only with the Client's written consent.

### Section 13 Liability for defects

1. The Contractor warrants that all his deliveries,
  - a) comply with the contractually agreed specifications,
  - b) are free from design flaws, manufacturing and material defects,
  - c) correspond to the current state of the art at the time of acceptance,
  - d) comply with the statutory, official, industry-specific standards and requirements applicable to them at the time of acceptance, particularly regarding safety, environmental protection, building regulations, hazardous materials regulations, dangerous goods regulations, and accident prevention regulations as well as the Client's quality assurance specifications,
  - e) are suitable for the contractually agreed purpose or for the purpose recognisable to the Contractor.
2. If delivery services do not meet the aforementioned requirements, the Client may, at his discretion, request the Contractor to remedy the defect or replace the item by defect-free deliverables at the Contractor's expense. If the Contractor does not comply with this obligation within a reasonable period, refuses to remedy the defect or provide a replacement or if there are special circumstances that require immediate action, the Client may - after informing the Contractor - remedy the defects himself or provide a defect-free replacement service or have the defect remedied or the delivery item replaced by a third party at the Contractor's expense.
3. In addition, the Contractor shall reimburse the Client for all costs incurred by him in connection with the rectification of defects or the replacement of defective delivery services (including transport, handling, installation / removal, material, and labour costs).
4. The warranty period is 36 months from delivery (purchased goods and services) or acceptance (work) by the Client. If the delivery service is part of an overall service to be delivered by the Client to his customer (the Client will point this out to the

Contractor before concluding the contract, unless this circumstance is obvious), the warranty period shall be 48 months from delivery to the Client.

5. If a defect occurs within the first 12 months after the beginning of the warranty period, it shall be assumed that the defect already existed at the time of transfer of risk or acceptance, unless the Contractor proves that the defect was culpably caused by the Client.

6. Further legal or contractual claims shall remain unaffected.

### Section 14 Other liability / insurance

1. Any other liability of the Contractor shall be governed by statutory provisions, unless otherwise stipulated below or elsewhere in these Terms and Conditions of Purchase. Provided that the deliveries and services are used in accordance with the contract, the Contractor shall be liable for claims arising from the infringement of granted and registered industrial property rights and copyright infringements. The Contractor shall indemnify the Client and his customers against all claims arising from the infringement of such property rights. This shall not apply if the Contractor's work is based on drawings, models, data, etc. provided by the Client and if he therefore does not know or, in connection with services rendered by him, does not need to know that industrial property rights are thereby infringed. In the event of infringement, the Client shall be entitled to obtain the necessary permission for delivery, commissioning, use, resale, etc. of the delivery item from the owner of such property rights at the Contractor's expense. Any further claim for damages on the part of the Client shall remain unaffected.

2. If based on the delivery or service provided by the Supplier third parties assert strict liability claims against the Client which they could also assert against the Contractor, the latter shall indemnify the Client in the internal relationship to the extent that he would also be directly liable to the third party. In this respect, the Contractor shall reimburse the Client for any expenses arising from or in connection with a recall campaign or service activities carried out by the Client or one of his customers. The Client shall inform the Contractor - as far as possible and reasonable - about the content and scope of recall campaigns and shall give him the opportunity to comment them.

3. The Contractor shall be liable for his representatives, vicarious agents, or subcontractors to the same extent as for his own fault. The exoneration of the Contractor pursuant to Section 831 para. 1 sentence 2 BGB is excluded.

4. The Contractor undertakes to take out and secure appropriate insurance cover, as is customary in the industry, in terms of both grounds and amount, particularly regarding personal injury, property damage and financial loss. The Contractor shall present to the Client the corresponding insurance certificates upon request. The Contractor hereby assigns in advance to the Client, who accepts, all his claims for payment against the Insurers in connection with the Contract Objects, this assignment. The Contractor's liability shall not be limited by taking out the insurance and assigning the insurance claims.

5. Further legal or contractual claims shall remain unaffected.

### Section 15 Rights to the work results / industrial property rights, know-how, copyrights

1. The Client shall receive an exclusive, unrestricted, sub-licensable and irrevocable right of use of the work results as a whole as well as of their essential parts, which shall be transferable and compensated by the total remuneration. As far as property rights contained in the work results are concerned, the following terms and conditions shall apply in all other respects.

2. "Industrial property rights" for the purposes of these GTCP shall mean rights in, under or to patents, patent applications and statutory inventor applications, utility models, inventions and any other registrable rights including applications and requests for their registration.

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3. By applying the care customary in the industry, including by doing patent research, the Contractor undertakes to achieve work results that are free of third-party rights. Should it appear unavoidable or expedient to use third-party rights which the Contractor does not possess, the Contractor shall inform the Client thereof without delay based on appropriate documents and justifications. The progress of the commissioned work until the Client's statement regarding the possibility of using the third-party rights shall be agreed between the Parties.

4. If the work results contain property rights which arose at the Contractor's prior to or during the execution of the order, but demonstrably outside the ordered work ("background property rights"), the Client shall receive a transferable, sub-licensable, non-exclusive, irrevocable licence to these property rights which is fully compensated by the total remuneration. The licence is limited to the exploitation of the background rights within the scope of the use of the work results or essential parts thereof. The same applies to background know-how.

5. If the Contractor intends to use background protection rights in the work results, he must inform the Client beforehand in writing to seek the Client's prior permission to use these protection rights. The progress of the commissioned work until the Client's statement shall be agreed between the parties.

6. The Client shall have a priority right to obtain property rights in respect of all property rights obtained by the Contractor or his employees alone or jointly with employees of the Client within the scope of the ordered work ("foreground property rights"). The Contractor shall ensure that the Client may use the opportunity of exercising his priority right by offering the Client in writing to take over all industrial property rights reported to him in connection with the work results or otherwise coming to his knowledge no later than two (2) months after the report or knowledge. The respective compensation shall be deemed to be included in the total price. The Client may transfer the priority right to obtain the IP right to an Affiliated Company. If the Client is not interested in obtaining the property right in his own name, the Client and the Contractor shall agree on a joint acquisition of the property right by sharing the costs. The Client may designate an affiliated company to be included in the IP application in his place. Unless otherwise agreed, the Client shall have the irrevocable, transferable, sub-licensable, unrestricted, non-exclusive right of use to the IP right as a whole in the event of a joint IP right application. The respective compensation shall be deemed to be included in the total price. If the Client is not even interested in the joint acquisition of property rights, the Contractor may pursue the acquisition of the property rights at his own discretion and in his own name at his own expense, whereby the Client shall be entitled to the irrevocable, transferable, sub-licensable, unrestricted, non-exclusive right to use these property rights free of charge. The respective compensation shall be deemed to be included in the total price.

7. The party not involved in obtaining the IP right agrees, at its own expense, to support and make all declarations necessary for obtaining and defending the IP right.

8. If the work result created by the Contractor or his staff contains a design that is suitable for registration as a design, the Contractor shall assign the right to the design to the Client at the time of its creation. The Client shall be entitled to bring about the registration of the design at his own discretion. The respective compensation shall be deemed to be included in the total price.

9. If the Contractor's services or work results are wholly or partly protected by copyright, the Contractor hereby grants the Client the exclusive, irrevocable, sub-licensable, transferable right, unlimited in terms of time, place, and content, to use these work results free of charge in all types of use, particularly to reproduce, distribute, exhibit as well as modify and process them. The respective compensation shall be deemed to be included in the total price.

10. Subject to other statutory provisions, the Contractor shall be solely responsible for the remuneration of his staff.

11. If subcontractors are involved, the Contractor shall be responsible for ensuring that the Client is basically granted the same rights.

### Section 16 Termination

#### Termination

1. The Client may terminate the order at any time without notice and without giving reasons; the termination may relate to the entire order or to any of its parts. Such notice of termination must be given in writing.

2. In the event of ordinary termination, the Client shall pay the total remuneration on a pro rata basis in accordance with the work which the Contractor has demonstrably performed up to the time the termination takes effect. In the event of partial termination, however, the corresponding payment shall not become due before the payment date agreed for the service provided.

3. In the event of a total or partial termination, the Client shall, in addition to the provision of Section 16 para. 2, reimburse the Contractor for those costs which he demonstrably incurred on and for the purpose of the performance of the terminated scope of the contract while exercising due commercial care and which were unavoidable for him within the scope of what was possible and reasonable.

4. In the event of ordinary termination, the Contractor shall have no further claims irrespective of the legal grounds. The total amount of payments to be made by the Client pursuant to this Section 16 shall in any case be limited to the amount of the total remuneration.

5. If, in the event of ordinary termination, an order is agreed between the Client or one of his affiliated companies on the one hand and the Contractor on the other hand, for which the Contractor's freed-up capacities can be used, the above payments to be made in accordance with Section 16(3) shall be considered as far as possible.

#### Termination for good cause

6. The parties may terminate the contract extraordinarily for good cause without notice. Good cause shall particularly be deemed to be the breach of a contractual obligation incumbent upon the Contractor, which the Contractor does not fully remedy within a reasonable period set by the Client. Good cause shall also be deemed to exist in the event of an application for the opening of insolvency proceedings against the assets of the Contractor or if a significant deterioration of the Contractor's financial circumstances occurs or is looming, because of which compliance with the contractual obligations, particularly the delivery obligations, could be jeopardised.

7. In the event of an extraordinary termination the Contractor is responsible for, the Client shall exclusively pay compensation for the defect-free services demonstrably rendered up to the time of termination in proportion to the actual value of the service rendered regarding the value of the total work owed. The Contractor shall have no further claims, irrespective of their legal basis. The total amount of payments to be made by the Client pursuant to this Section 16 shall in any case be limited to the amount of the total remuneration.

8. In the event of extraordinary termination by the Client, the Client reserves the right to assert further claims.

#### Rescission

9. If the Client makes use of a contractual or statutory right to withdraw from the contract, the declaration of rescission must be made in writing.

10. In such a case, the client shall be entitled to compensation instead of having to return or surrender the work received so far.

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The amount of the compensation shall be based on the value of the service provided by the time of the declaration of rescission.

### Section 17 Compliance

1. The Contractor shall be obliged to fully familiarise himself with Stadler's code of conduct for suppliers and business partners (the "Code of Conduct"); the Code of Conduct is available on the Stadler website ([https://www.stadler-rail.com/static/pdf/CoC\\_DE\\_2021\\_02.pdf](https://www.stadler-rail.com/static/pdf/CoC_DE_2021_02.pdf)) can be viewed.

2. The Supplier acknowledges that compliance with Stadler's Code of Conduct is essential for cooperating with Stadler. Consequently, the Supplier agrees that in the event of a violation of the principles of Stadler's Code of Conduct, he will immediately inform Stadler of the violation that has occurred.

3. In the event of violations of the principles in Stadler's Code of Conduct reported by the Supplier or identified by Stadler, the Contractor shall take immediate remedial action. If this is not achieved within a reasonable period, Stadler shall be entitled to terminate the existing contracts extraordinarily without notice for good cause. The Contractor shall indemnify and declares to indemnify Stadler for any liabilities incurred by Stadler because of a violation of the principles of Stadler's Code of Conduct by the Contractor or one of its subcontractors.

### Section 18 Compliance with the Minimum Wage Act, security cover, special right of termination

1. The Contractor guarantees that each worker employed by the Contractor shall receive remuneration in a steady and timely manner at least in the amount of the statutory minimum wage applicable at the time. Subcontractors and lenders with whom the Contractor maintains contractual relations shall be obliged by the Contractor accordingly.

2. The Contractor guarantees that each of the workers employed by subcontractors and rental companies with which the Contractor or subcontractors of the Contractor have contractual relationships, shall receive remuneration in a steady and timely manner at least in the amount of the statutory minimum wage applicable at the time.

3. Stadler shall be entitled to verify the Contractor's obligation to pay the minimum wage by inspecting business documents in compliance with data protection requirements. For this purpose, the Contractor shall submit free of charge verifiable evidence within a reasonable period after being requested to do so by Stadler, particularly the documents in accordance with Section 17 MiLoG and wage lists, in each case in anonymised form. Subcontractors and lenders with whom the Contractor maintains contractual relations shall be obliged by the Contractor accordingly.

4. The Contractor shall fully indemnify Stadler from any liability pursuant to Section 13 MiLoG. If a claim is raised against Stadler by employees of the Contractor, by employees of subcontractors of the Contractor or by employees of rental companies with which the Contractor maintains contractual relations in accordance with Section 13 MiLoG, the Contractor shall bear all costs of the claim regardless of fault. In order to secure this right of recourse, the Contractor shall be obliged to provide Stadler, upon request, with a security in the form of an irrevocable and unconditional directly enforceable guarantee in an appropriate amount payable upon first demand issued by a credit institution or credit insurer authorised to carry out such transactions in Germany. The costs of the guarantee shall be borne by the Contractor.

5. If the Contractor violates the obligations stipulated in paragraph 1 or if Stadler is held liable by employees of the Contractor, employees of subcontractors of the Contractor or by employees of rental companies used by the Contractor in accordance with Section 13 of the German Minimum Wage Act (MiLoG), Stadler shall be entitled to terminate orders and other agreements - also in part - without observing a notice period.

### Section 19 REACH regulation/ Export Control/ Conflicting Materials/ POP regulation

1. If the Regulation (EC) No 1907/2006 as of 18 December 2006 ("REACH Regulation") applies to the Deliveries, the Contractor warrants that they comply with the REACH requirements as well as with all national provisions adopted in implementing this Regulation. In addition, the Contractor guarantees, beyond compliance with all relevant REACH obligations in each case, that his deliveries do not contain any substances listed in Annex 17 REACH Regulation (irrespective of any exemptions or transition periods listed therein). If deliveries are not provided in accordance with the provisions in this Section 19 para. 1, the Client reserves the right to rescind or terminate existing framework agreements or individual orders. The Contractor undertakes to inform the Client without delay of any changes affecting compliance with the provisions of this Section 19 para. 1. The Contractor shall indemnify the Client against all third party claims due to non-compliance with the provisions of the REACH Regulation. Likewise, the Contractor shall reimburse the Client all fines imposed on the Client due to non-compliance with the REACH Regulation, provided that those fines are because the Contractor has provided a delivery service to the Client that does not comply with REACH. Non-fulfilment of the requirements regulated in this Section 19 para. 1 constitutes a defect triggering the warranty rights.

2. The Contractor shall inform the Client about the necessary official permits and notification requirements for import and operation of the deliveries. The Contractor is particularly obliged to comply with the export control regulations relevant at the time of delivery. Without being requested to do so, he shall notify the Client in writing of any export control marking of the contractual items or parts thereof in accordance with applicable law at the time of delivery, particularly in accordance with applicable EU and US regulations, at the latest upon delivery. The relevant export control list and list item shall be identified for each subject matter of the contract or parts thereof affected by export control. If the services owed are technologies in the meaning of technical knowhow which is subject to US export control regulations (EAR, ITAR), the European Dual Use Regulation or the German Export List, the Contractor must inform the Client thereof in writing when submitting the offer.

3. The Contractor shall be obliged to submit all declarations and information required under the Regulation (EU) No 952/2013, to permit inspections by the customs authorities and to obtain any necessary official confirmations at his own expense.

4. The Contractor warrants that the deliveries comply with all relevant provisions of the EU Conflict Minerals Regulation (Regulation (EU) 2017/821).

5. The Contractor warrants that his deliveries are free of substances covered by the EU POP Regulation (VO (EU) 2019/1021) (irrespective of any exemptions or transition periods listed therein). The provisions of Section 19 para. 1 sentences 3 to 7 shall apply accordingly.

### Section 20 Data privacy protection

1. The Contractor shall ensure that all persons entrusted with the provision of services comply with the statutory provisions on data privacy protection, particularly when processing personal data. A commitment to maintain data secrecy signed by these persons as required under data protection law must be obtained before they commence their activities for the first time and proof thereof must be provided to Stadler on request.

2. If the Contractor processes personal data within the scope of the provision of services, he undertakes to conclude a data processing agreement with Stadler. The Contractor shall ensure that any further necessary agreements on the processing of personal data are also concluded by his subcontractors. In individual cases, it may be necessary to conclude these agreements directly between Stadler and the subcontractors.



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### Section 21 Information security

1. "Data" within the meaning of these GTCP are characters (e.g., numbers, letters, or other symbols) or character strings which are stored electronically, magnetically, or otherwise not immediately perceptible or are transmitted or documented in any other form (e.g., on paper).
2. "Stadler Data" within the meaning of these GTCP are data which
  - a) a company of Stadler Rail Group provides to the Contractor directly or through a commissioned third party,
  - b) the Contractor creates on behalf of Stadler,
  - c) the Contractor creates without an order from Stadler in connection with the provision of the service, but stores on data carriers which are recognisably the property or possession of Stadler at the time of storage,
  - d) arise in connection with the provision of services from the processing of data within the meaning of sections 21(2)(a) to (c), or
  - e) the Contractor, without being ordered to do so by Stadler, procures or duplicates while providing the services or creates without an order from Stadler in connection with the provision of services, if they relate to objects (e.g., machines) which are recognisably the property or possession of Stadler at the time of creation of the data.

Stadler data shall be treated as trade and business secrets of Stadler. The Contractor shall be obliged to secure Stadler data, and his own data required for the provision of services against unauthorised access, modification, destruction, and other misuse in accordance with industry standards ("information security"). Particularly, the Contractor shall strictly separate Stadler data from data of other Clients, handle them separately and implement appropriate protective mechanisms to prevent access to Stadler data by other Clients. If the backup of Stadler data is part of the service provision, the Contractor shall take all precautions in accordance with the current state of the art to be able to restore those data at any time in a legally secure and loss-free manner.

2. Depending on the type and protection requirements of the Stadler data in question or the significance of the Contractor's services for Stadler's business operations, Stadler may demand from the Contractor a special level of security measures as well as proof specified by Stadler of an appropriate level of information security in the Contractor's operations, particularly by submitting suitable certificates (e.g. ISO/IEC 27001 "Information Technology- IT Security Procedures - Information Security Management Systems - Requirements").

3. The Contractor shall ensure that no potentially damaging software (e.g., viruses, worms, or Trojans) is used within the scope of the provision of services, e.g., in drivers or firmware supplied. The Contractor shall check this in a suitable manner and, at Stadler's request, confirm in writing that he has not found any indications of malware during this check.

4. The Contractor assures Stadler that the software used in the context of the provision of services is free of functions that endanger the integrity, confidentiality and availability of the contractually agreed services, other hardware and/or software or of data, for example by functions

- a) for unwanted sending/leaking of data,
- (b) for unwanted alteration/manipulation of data or flow logic; or
- (c) for unwanted input of data or unwanted function extensions.

"Unwanted" in this sense is a function that was neither requested by Stadler nor offered by the Contractor with a concrete description of the function and his effects, and Stadler has not accepted this in writing in individual cases.

5. If the Contractor becomes aware of an incident involving a breach of information security (e.g. security gaps, data loss, disruptions, threats, infestation by malware, data misuse), particularly unauthorised access by third parties to Stadler data (e.g. data leak or cyber-attack) or if the Contractor has any indications which, upon reasonable assessment, give rise to the suspicion of such an incident, the Contractor shall without delay and free of charge for Stadler

- a) inform Stadler thereof,
- b) take all necessary steps to clarify the facts and limit the damage, and support Stadler in doing so; and,
- c) if the breach of information security causes an interruption of services, a reduction in operating efficiency or the loss of data, assist Stadler in restoring the data.
- d) provide a safety report for a specified period upon Stadler's request. Necessary contents of such a report shall include particularly results of security audits, identified information security risks, as well as identified information security incidents and their handling.

6. If the Contractor is obliged to prove of a certain level of information security pursuant to Section 21(2), the Contractor shall

- a) inform Stadler of a central contact person for information security.
- b) enable Stadler, upon request, to satisfy itself of compliance with information security and the agreed data protection and security guidelines ("audits"). The Contractor shall tolerate Stadler's audits and provide cooperation, such as information, as far as necessary for the audit. Stadler may, after timely notification, during normal business hours and, as far as possible and reasonable, also inspect the Contractor's premises, including the IT systems, to ensure compliance with the agreed technical and organisational measures without disrupting the operational processes. Stadler shall be entitled to have the audits carried out by a qualified external company which is bound to secrecy vis-à-vis third parties. This shall neither restrict nor exclude Stadler's statutory rights of control and information.

7. The Contractor shall ensure by means of appropriate contractual provisions that all his subcontractors are contractually obliged to comply with the provisions contained in this Section 21 ("Information Security").

8. The Contractor shall ensure the exclusive use of the hardware and software released and duly licensed by the Client. Before each connection to a Stadler network, the Contractor shall check his own hardware for the presence of improperly licensed software or other malware and document the result. The results of this inspection shall be kept for a period of 5 years and made available to Stadler upon request.

In the event of violations of the provisions of this Section 21 para. 8, Stadler shall be entitled to terminate the existing contracts extraordinarily without notice for good cause and to claim damages. The Contractor shall furthermore indemnify Stadler against any claims asserted against Stadler by third parties because of a breach of the provisions of this Section 21 para. 8 by the Contractor or one of his subcontractors.

### Section 22 Miscellaneous

1. The place of performance for the services and deliveries under the respective individual contract shall be the Client's place of business or the registered office of the ordering site of the Client unless another place of performance is specified in the individual contract.

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2. Should one or more provisions or should an essential part of the order or these General Terms and Conditions of Purchase be or become void in whole or in part or should the order or these General Terms and Conditions of Purchase be incomplete, the validity of the remaining provisions of the order and these General Terms and Conditions of Purchase shall not be affected thereby. The void parts shall be replaced by a provision that corresponds or comes as close as possible to the meaning and purpose of the void parts. Other gaps shall be filled at reasonable discretion.

These General Terms and Conditions have been translated into English solely for the convenience of the Contractor. Only the German version of these conditions is be exclusively applicable.

3. As far as legally permissible, the exclusive place of jurisdiction for all disputes arising from or in connection with an order shall be the locally competent court at the Client's registered office.

4. Purchase contracts and orders are exclusively subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law.