

General Terms and Conditions of Purchase for Deliveries and Services

As of October 2020

1. Validity, written form

- 1.1. All deliveries, services and quotations provided by our suppliers or contracting partners (hereinafter "Suppliers") shall be provided exclusively on the basis of the present General Terms and Conditions of Purchase. They shall be part of all the contracts that we conclude with our Suppliers about the deliveries or services provided by them. They shall also apply to all future deliveries, services or quotations to us, even if they are not agreed upon separately again.
- 1.2. The terms and conditions of our Suppliers or third parties shall not apply, even if we have not separately contradicted their validity in the individual case. Even if we refer to a letter that contains terms and conditions of the Supplier or a third party or refers to these, this shall not constitute any agreement to the validity of those terms and conditions. They do not even become part of the contract if we accept the delivery or work unconditionally, in the knowledge of different or conflicting terms and conditions.
- 1.3. Our Terms and Conditions of Purchase shall only apply in relation to entrepreneurs as defined by Section 14 German Civil Code, legal persons under public law or special funds under public law.
- 1.4. All the agreements that are made between us and the Supplier for the purpose of the execution of the present contract shall be laid down in the present contract in writing.
- 1.5. Individual agreements made with the Supplier in an individual case (including subsidiary agreements, additions and amendments) shall take precedence over General Terms and Conditions of Purchase. The contents of such agreements shall be governed by a written contract or our written confirmation.
- 1.6. Legally binding declarations and notifications that must be submitted to us by the Supplier after the conclusion of the contract (e.g. the setting of deadlines, reminders, declaration of rescission) must be in writing in order to be valid.

2. Orders and order volume

- 2.1. Our order shall be regarded as binding when it is submitted or confirmed in writing at the earliest. The Supplier must point out with- out undue delay obvious errors (e.g. spelling or calculation mistakes) and any incompleteness in the order, including the order documents, as well as justified concerns before accepting it, so that it may be corrected or completed.
- 2.2. Insofar as our orders do not expressly contain a commitment period, we are bound to them for two weeks after the date of the order. The receipt of the declaration of acceptance by us shall determine whether the order is accepted on time. Late acceptance shall be regarded as a new quotation and shall require acceptance by us.
- 2.3. We are entitled to reasonably change the time and place of delivery/work and the type of packaging at any time by notice in writing, at least 1 week before the agreed delivery date. The same shall apply to changes to product specifications, insofar as these can be implemented within the framework of the Supplier's normal production process, without any considerable extra effort; in such cases, the notice period, in accordance with the previous sentence, shall be at least 2 weeks. We shall reimburse the Supplier for any reasonable additional costs that can be proven to arise as a result of the change. If such changes result in delays in delivery, which cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing of the additional costs or delays in delivery that it anticipates, on the basis of a careful assessment, in good time before the delivery date, but at least within 2 working days of the receipt of our written notice, in accordance with the first sentence of the present clause.
- 2.4. We are entitled to terminate the contract at any time with a written declaration, stating the reason, if we can no longer use the ordered products/work in our business operations due to circumstances that have arisen after the conclusion of the contract. In this case, we shall pay the Supplier for the partial performance that it has provided.

3. Prices, packaging

- 3.1. The prices indicated in our order shall be binding maximum prices and shall remain binding even if prices increase in the meantime. However, if the Supplier reduces its prices by the delivery date, this reduction shall be passed on to us.
- 3.2. In the absence of a written agreement to the contrary, the price shall include all the services and ancillary services of the Supplier (e.g. assembly, installation) and all the incidental expenses (e.g. proper packaging, transport costs including any transport and liability insurance) to the shipping address specified in the order.
- 3.3. If the agreed upon price does not include the packaging and the price for the packaging – which is not just provided by way of a loan is not expressly determined, this must be invoiced at the proven cost price. We shall only return packaging materials if this has been

expressly declared by us in writing or if it is prescribed by law. At our request, the Supplier must, however, take back the packaging at its own expense.

- 3.4. All prices shall include the statutory VAT, unless it is shown separately.

4. Terms of payment, invoice details, default interest

- 4.1. Unless otherwise agreed in writing, we shall pay with a 3% discount within 14 days or net within 30 days after delivery and service and the receipt of a properly prepared invoice. If an inspection or acceptance is agreed we shall pay within 15 days after the inspection/acceptance unless otherwise agreed in writing
- 4.2. Our order number, the product/work name, the delivery quantity and the delivery address must be given in all the order confirmations. If one or more of these details is missing and processing by us is delayed as a result, in our normal business operations, we shall not be responsible for resulting delays in the processing or payment, and the payment periods specified in 4.1 shall be extended by the duration of the delay.
- 4.3. We shall not owe any overdue payment interest. In the event of a default of payment, we shall owe default interest to the amount of five per cent above the basic interest rate in accordance with Section 247 German Civil Code. The statutory regulations shall apply to the start of our default of payment, whereby, notwithstanding this, a written reminder by the Supplier is necessary in each case.

5. Deliveries, performances and delivery/work time

- 5.1. The Supplier is not entitled to have the service that it owes performed by third parties (e.g. subcontractors) without our written consent in advance. The Supplier shall bear the procurement risk for its deliveries, unless otherwise agreed in the individual case (e.g. sale of goods in stock).
- 5.2. The delivery/work must take place to/at the address specified in the order. The Supplier is not entitled to provide partial deliveries with- out our written consent in advance. Partial acceptances must be agreed in writing. The Supplier shall bear the responsibility for the strict adherence to the shipping instructions specified in the order or otherwise agreed upon. When the goods are dispatched, we must be sent a corresponding dispatch note with the same contents as the delivery note. The values calculated by our respective plant shall determine the quantities and weights.
- 5.3. The delivery time (delivery date or period) specified by us in the order or otherwise agreed shall be binding. Early deliveries shall not be permitted. The delivery dates determined by us shall be the dates of arrival or completion. The Supplier is obliged to inform us immediately in writing if circumstances which may lead in the failure to observe the delivery time occur or become evident.
- 5.4. In the event of a default of delivery, we shall be entitled to all our statutory claims, without limitation, including the right to rescind the contract and the claim to compensation in lieu of performance after the fruitless expiry of a reasonable grace period. If we demand compensation, the Supplier shall have the right to prove to us that it is not responsible for the infringement of the obligations.
- 5.5. In the event that the performance deadline is exceeded as a result of demonstrable force majeure, we may, if this is reasonable, demand performance at a later date at the originally agreed conditions or, after expiry of a reasonable grace period, withdraw from or terminate the contract in whole or in part. Force majeure means an unforeseeable external event which cannot be avoided in an economically reasonable manner, even with utmost care. This includes, but is not limited to, wars, armed conflicts, terrorism, sabotage, official orders, natural disasters, pandemics. In this context, epidemics, labour law measures such as strikes and lock-outs, operational disruptions of all kinds, difficulties in the supply of materials and energy, shortages of labour or raw materials, difficulties in obtaining regulatory approvals, cases of force majeure on the part of subcontractors, etc. shall not be considered cases of force majeure.
- 5.6. If the Supplier is in default, we may demand a contractual penalty of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. We are entitled to demand the contractual penalty in addition to performance or as a minimum value of compensation owed by the Supplier, in accordance with the statutory regulations; the right to claim further damages shall remain unaffected. If we accept the late service, we shall impose the contractual penalty with the final payment at the latest. Further claims and rights remain reserved. The Supplier guarantees to fulfill all its obligations under the EU REACH legislation and issues the relevant documents on demand.

6. Default of acceptance and transfer of risk

- 6.1. The statutory regulations shall apply to our default of acceptance. The Supplier must expressly offer us its service even if a specific or definable calendar period is agreed for an act or contribution on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses, in accordance with the statutory regulations

- (Section 304 German Civil Code). If the contract relates to a non-substitutable (custom- built) item to be produced by the Supplier, the Supplier shall only have further rights if we are obliged to make a contribution and are responsible for the omission of this contribution.
- 6.2. Section 373 German Commercial Code shall not apply, insofar as this regulation grants the Supplier additional rights to those provided for according to the German Civil Code.
- 6.3. The risk of the accidental loss and the accidental deterioration of the item shall be transferred to us upon handover at the place of performance. If an acceptance inspection is agreed, this shall be decisive for the transfer of risk. In other respects too, the statutory regulations of the law on contracts for work and services shall apply accordingly in the event of an acceptance inspection. If we are in de-fault of acceptance, this shall be deemed equivalent to transfer or acceptance.
- 7. Liability**
- 7.1. The following shall apply for installation work, repairs and other work and services: the Supplier shall be liable, in accordance with the statutory regulations, in the execution of all its services and also when they are executed by its agents. It shall also be liable for the observance of the statutory regulations, especially the environmental, accident prevention, fire prevention and safety-at-work regulations that apply to our plants.
- 7.2. The Supplier shall be liable for all damages incurred by us for which it or its agents are responsible, in accordance with the statutory regulations. It shall indemnify us, in particular, from all claims for compensation from third parties, which are asserted against us in connection with its contractual delivery or service, and even release us from instructions from supervisory authorities etc.
- 7.3. The Supplier undertakes to take out or hold a liability insurance policy and to maintain it for at least six months beyond the end of the contractual relationship. The liability insurance cover must extend to the liability of persons that the Supplier uses for the execution of its work to the extent to which these persons cause damages when performing their tasks arising from the present contract. The amount covered by the liability insurance policy must amount to, per incident, at least € 500,000 for personal injury and damage to property and € 50,000 for financial losses, unless other amounts are stipulated in the order. The Supplier must present us with proof of coverage for this insurance policy on request 10 days after the conclusion of the contract at the latest.
- 7.4. The Supplier and its agents must ensure the careful and safe storage of their property that is brought into our premises. We shall be liable for damages to this property or for the loss thereof etc., in accordance with the following general liability provision in 7.5.
- 7.5. In the event of wilful intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory regulations; also in the event of the culpable infringement of essential contractual obligations. If there is no deliberate or gross negligent breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damages. The liability on account of culpable injury to life, limb or health and liability according to the Product Liability Act shall remain unaffected. Unless expressly stipulated otherwise, our liability shall be excluded.
- 8. Property rights**
- 8.1. The Supplier warrants that the products delivered or work performed by it do not infringe any property rights of third parties.
- 8.2. If a claim is asserted against us by a third party, the Supplier is obliged to indemnify us from these claims at our first written request; the Supplier's obligation to indemnify us shall relate to all expenses that we necessarily incur, resulting from or in connection with the claim asserted by a third party, unless the Supplier proves that it is not responsible for the infringement of the obligations which forms the basis for the infringement of the property rights.
- 8.3. Our further statutory claims arising from defects in title in the products delivered to us shall remain unaffected. 11.8 shall apply with regard to the limitation period.
- 9. Protection of title**
- 9.1. We shall retain title or copyright to the orders submitted by us and to the drawings, illustrations, calculations, descriptions and other documents provided to the Supplier. The Supplier may not make them accessible to third parties or use or reproduce them themselves or through third parties, without our express consent. It must return these documents to us in full at our request, if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies of these documents produced by the Supplier must be destroyed in this case; the only exception is the storage in the context of the statutory obligations to preserve records and the storage of data for backup purposes in the context of usual data backup practices.
- 9.2. Tools, devices, templates, models, etc. that we place at the Supplier's disposal or that are produced for contractual purposes and for which the Supplier charges us separately shall remain our property or shall become our property. The same shall apply for material that we provide for the performance of our orders. These items must be marked as our property by the Supplier and stored separately from identical or similar items, kept carefully, protected from damage of any kind, insured against all risk at the Supplier's expense and only used for the purposes of the contract. The costs of their maintenance and repairs shall be borne equally by the contracting partners in the absence of an agreement to the contrary. However, insofar as these costs can be ascribed to the defects of items produced by the Supplier or to the incorrect use by the Supplier, its employees or its other vicarious agents, they must be borne by the Supplier alone. The Supplier shall inform us immediately of all not insignificant damage to these items and of access by third parties, e.g. seizures and any other kind of restriction of our title. It is obliged to hand over the items to us on request, if it no longer requires them for the fulfilment of the contracts concluded with us.
- 9.3. Complaints about the material provided by us must be made to the carrier immediately upon the acceptance of the material.
- 9.4. The processing or conversion of the material provided is always performed for us by the Supplier. If the material provided is processed with other goods that do not belong to us, we shall acquire co-ownership of the new item in the proportion of the value of the provided goods to the other processed goods at the time of processing. In other respects, the same shall apply for the item created through processing as for the material provided. If the goods provided by us are inseparably mixed or blended with other goods that do not belong to us, we shall acquire co-ownership to the new item in the proportion of the value of the goods provided to the other mixed items at the time of mixing. If the goods are mixed in such a manner that the other items can be regarded as the main item, it shall be deemed to be agreed that the owner of the main item shall transfer co-ownership to us on a proportionately.
- 9.5. The same shall apply in the event of the further processing of the delivered goods by us, so that we are considered to be the manufacturer and acquire title to the product, in accordance with the statutory regulations, with the further processing at the latest.
- 9.6. Insofar as the security interests to which we are entitled under to 9.4 exceed the purchase price of all our goods subject to a retention of title that have not yet been paid for by more than 10%, we are obliged to release the security interests at our own discretion, at the request of the Supplier.
- 9.7. The Supplier's retentions of title shall only apply, insofar as they relate to our payment obligation for the respective products to which the Supplier retains title. In particular, the extended or prolonged retention of title is not permitted.
- 10. Assignment and set-off**
- 10.1. The Supplier shall not be entitled to assign to third parties its claims arising from the contractual relationship. This shall not apply, insofar as monetary claims are concerned.
- 10.2. We shall be entitled to our full statutory rights of set-off and retention and the plea of non-performance. We are, in particular, entitled, to retain due payments, as long as we still have claims against the Supplier arising from incomplete or faulty services. In the case of defects, 11.11 of the present Terms and Conditions of Purchase shall take precedence.
- 10.3. The Supplier shall only have a right of set-off or retention on the basis of non-appealable decision or undisputed counterclaims.
- 11. Warranty**
- 11.1. In the event of material defects and defects in title in the goods (including incorrect and short delivery and incorrect assembly, and inadequate assembly or operating instructions) and in the event of other infringements of obligations by the Supplier, we are entitled to our statutory claims, without limitation, unless otherwise determined below. In particular, we are entitled to demand, at our own discretion, the removal of the defect or the delivery of a defect-free item. In other respects, we are entitled to reduce the purchase price or rescind the contract, in accordance with the statutory regulations. Furthermore, we are entitled to compensation for damages and expenditure, in accordance with the statutory regulations.
- 11.2. The Supplier warrants that the contractual items comply with the condition, quality and usability agreed by the contract, in particular with our quality regulations, and also with the relevant DIN regulations and the statutory and public authority regulations that apply to their sale and their use and do not infringe the rights of third parties. The product descriptions that - particularly through a designation or reference in our order - are the subject matter of the respective contract or were incorporated into the contract in the same way as the present General Terms and Conditions of Purchase shall be regarded as an agreement as to the condition of the goods in each case. In this respect, it makes no difference whether the product description comes from us, from the seller or from the manufacturer.
- 11.3. The statutory regulations (Sections 377, 381 German Commercial Code) shall apply to the commercial obligations to conduct an examination and to give notice of defects, with the following condition: our obligation to conduct an examination shall be restricted to defects that are evident in our incoming goods inspection by a visual appraisal, including the delivery documents and in our quality control in spot checks (e.g.

- transport damages, incorrect and short delivery). If an acceptance inspection is agreed, there shall be no obligation to conduct an examination. In other respects, it depends on the extent to which an examination is feasible in the ordinary course of business, taking the circumstances of the individual case into consideration. Our obligation to give notice of defects for defects discovered later shall remain unaffected. In all cases, our notification of defects shall be deemed immediate and on time if it is received by the Supplier within 10 working days.
- 11.4. The costs incurred by the Supplier for the purpose of inspection and rectification (including possible dismantling and assembly costs) shall be borne by the latter if it emerges that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, we shall only be liable if we have recognized that there was no defect, or have not recognized this as a result of gross negligence.
- 11.5. We do not waive our warranty claims as a result of the acceptance or the approval of samples.
- 11.6. Notwithstanding Section 442 (1) sentence 2 German Civil Code, we shall be entitled to claims for defects without limitation, even if we were unaware of the defect when the contract was concluded, due to gross negligence.
- 11.7. If the Supplier does not fulfil its obligation to render supplementary performance – at our discretion by removal of the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable term set by us, we may remove the defect ourselves and demand compensation for the expenditure necessary for this or an appropriate advance payment. If the supplementary performance by the Supplier failed or cannot reasonably be expected of us (e.g. on account of particular urgency, a risk to operational safety or the imminent occurrence of disproportionate damages), there shall be no need to set a deadline; we shall inform the Supplier immediately of such circumstances, in advance if possible.
- 11.8. Unless otherwise agreed, the warranty period for deliveries of items is 3 years, starting from the transfer of risk. Insofar as an acceptance inspection is agreed, the limitation period shall begin with the acceptance inspection. This 3-year limitation period shall also apply accordingly to claims arising from defects in title. Moreover, claims arising from defects in title shall on no account become statute-barred, so long as the third party can still assert the right against us – particularly in the absence of a period of limitation. The provisions of Section 438 (1) 1. and 2. German Civil Code and Section 634 German Civil Code shall remain unaffected in other respects.
- 11.9. The periods of limitation under the law governing the sale of goods, including the aforementioned extension, shall apply – to the statutory extent – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for compensation on account of a defect, the regular, statutory period of limitation (Sections 195, 199 German Civil Code) shall apply if the application of the periods of limitation under the law governing the sale of goods does not lead to a longer period of limitation in the individual case.
- 11.10. With the receipt of our written notification of defects by the Supplier, the period of limitation of warranty claims shall be suspended until the Supplier rejects our claims or declares the defect to be removed or otherwise refuses to continue negotiations concerning our claims. In the event of a replacement delivery and the removal of the defect, the warranty period for the replaced and repaired parts shall begin again, unless we have had to assume from the behavior of the Supplier that the latter did not feel obliged to undertake the measure, but only performed the replacement delivery or removal of the defect as a gesture of goodwill or for other reasons.
- 11.11. In the event of the notification of defects, we are entitled to retain three times the amount of the provisional costs of a rectification or replacement delivery until the complete defect-free delivery or production.
- 12. Product liability, insurance**
- 12.1. The Supplier shall be responsible for all claims asserted by third parties on account of personal injury or material damage that can be ascribed to a faulty product that it has delivered, and is obliged to indemnify us from the resulting liability. If we are obliged to conduct a product recall because of a fault in a product delivered by the Supplier, the Supplier shall bear all the costs associated with the product recall.
- 12.2. The Supplier is obliged to maintain a product liability insurance policy, at its own expense, with an amount covered of at least € 10 million per incident of personal injury/material damage - blanket cover – for the duration of the present contract; i.e. until the expiry of the limitation period for defects; if we are entitled to further claims for compensation, these shall remain unaffected. The Supplier shall send us a copy of the liability insurance policy on request at any time.
- 13. Spare parts**
- 13.1. The Supplier is obliged to hold spare parts for the delivered products for the period of ordinary technical use, but for at least 10 years after the delivery.
- 13.2. If the Supplier intends to cease production of spare parts for the products delivered to us, it shall inform us of this immediately after the decision about stopping production. This decision must be made at least 6 months before production is ceased – subject to paragraph 1.
- 14. Data protection**
- 14.1. The Supplier acknowledges that we store data from the contractual relationship, in accordance with the national and EU regulation, for the purpose of data processing and reserve the right to transmit the data, insofar and as long as it is necessary for the execution of the contract, to third parties (e.g. insurance providers).
- 15. Confidentiality**
- 15.1. The Supplier is obliged to keep the terms of the order and all the information and documents provided for this purpose (with the exception of information that is accessible to the public) confidential for a period of 3 years after the conclusion of the contract and only to use them for the execution of the order. It shall return them to us immediately on request, after handling enquiries or after processing orders.
- 15.2. The Supplier may not refer to the business relationship in advertising material, brochures, etc. without our written consent in advance or display the products manufactured for us.
- 15.3. The Supplier shall commit its subcontractors to this § 15 accordingly.
- 15.4. The Supplier and associated companies shall take all necessary measures to avoid corruption and criminal offenses such as fraud. A breach of this provision entitles us to terminate the contract and to claim for damages including contractual penalties in favor of our employers.
- 15.5. We have signed the Code of Conduct of the German Railway Industry Association. The supplier also undertakes to comply with the Code of Conduct of the VDB e.V., which we make available on our homepage under the heading "Download".
- 16. Place of performance, place of jurisdiction, choice of law, other provisions**
- 16.1. The place of performance for all the Supplier's services shall be the place of business of our plant for which the delivery or service is intended, unless otherwise indicated in the order. The place of performance for the payment is Neumarkt, Germany.
- 16.2. If the Supplier is a merchant in terms of the German Commercial Code (HGB), a legal person under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive – even international – place of jurisdiction for all disputes arising from the business relationship between us and the Supplier shall, at our discretion, be Neumarkt, Germany, or the place of performance for the delivery obligation. For actions against us, however, Neumarkt, Germany, shall be the exclusive place of jurisdiction in these cases. Mandatory statutory regulations about exclusive places of jurisdiction shall remain unaffected by this provision.
- 16.3. We are entitled to unilaterally amend these General Terms and Conditions of Purchase, if the amendment serves to bring the GTCP into conformity with the applicable law or to comply with mandatory court or official decisions, if the amendment is merely advantageous for the Supplier or if new services are introduced.
- 16.4. We will inform the Supplier in good time in writing or text form about other changes to the GTCP which do not fall under the conditions mentioned in the previous sentence. The change will become part of the contract if the Supplier does not object to the inclusion in the contractual relationship in writing or text form within six weeks of receipt of the change notification. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions of Purchase and all the legal relations between us and the Supplier, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. Conditions and consequences of the retention of title are subject to the law in the respective place where the item is stored, insofar as the choice of law made in favor of German law is impermissible or invalid.
- 16.5. References to the validity of statutory regulations shall only be for the purpose of clarification. Even without such clarification, the statutory regulations shall apply, unless they are directly amended or expressly excluded in the present General Terms and Conditions of Purchase.
- 16.6. If the contract or the present Terms and Conditions of Purchase contain any gaps, they shall be filled with legally valid provisions, which the contracting partners would have agreed upon, if they had been aware of the gap, in accordance with the economic objectives and the purpose of the present General Terms and Conditions of Purchase.