

1. General matters, compliance and export provisions

- 1.1 All business transactions shall be governed solely by these General Terms and Conditions of DB Systemtechnik GmbH, hereinafter referred to as the "Contractor".

They shall form an integral part of the contract and any addenda. Any conflicting, supplementary or divergent terms and conditions of the Client shall only become an integral part of the contract if they are explicitly recognised, in writing, by the Contractor. The foregoing shall also apply to any terms and conditions specified in orders or other documents issued by the Client. The General Terms and Conditions of the Contractor shall also apply even if the contract with the Client is executed without reservation by the Contractor in the knowledge of terms and conditions which contradict, supplement or diverge from its General Terms and Conditions.

- 1.2 As part of their business relationship, the Contractor and the Client undertake to comply with all applicable laws, regulations, directives and other legal provisions, including but not limited to anti-corruption laws.

- 1.3 Within the scope of their contractual relationship, in order to facilitate and configure a legally compliant business relationship, the Contractor and the Client mutually consent to the regular review of their data in accordance with the respective current sanctions lists, including the Consolidated Financial Sanctions List of the European Union, of the United Nations Security Council, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Office of Financial Sanctions Implementation ("OFSI") of the United Kingdom and the Swiss State Secretariat for Economic Affairs (SECO). In respect of these checks, all applicable data protection regulations, in particular those concerning data economy and data security, shall be observed.

The Client declares that neither its company, nor any of its employees, nor any natural or legal persons, of which the Client holds direct or indirect majority ownership (50% and more) or that the Client controls in any other way, de jure or de facto, alone or jointly, are named on any of the aforementioned sanctions lists. The Client undertakes to ensure, by way of appropriate measures, that the requirements of current sanctions, in particular the financial sanctions, embargoes and foreign trade regulations of the European Union and its Member States, of the United Nations, of the United States, of the United Kingdom and of Switzerland are implemented in the business operations of its company. Furthermore, the Client undertakes to inform the Contractor in text form without undue delay, should any matches be found during the checks against the aforementioned sanctions lists.

The assertion of damages of any kind (in particular due to delay or non-fulfilment) and of other rights by the Client is excluded insofar as this is connected to the Contractor's compliance with applicable sanctions. This shall not apply if the Contractor is charged with deliberate intent or gross negligence. The Contractor shall be entitled to termination of the contract for cause in the event of a breach of the applicable sanctions (including the specifications for goods and technologies covered by Article 12g of Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine) by the Contractor or in the event that the Contractor, natural persons, companies or organisations owned or controlled by the Contractor become a sanctioned person. This shall not affect the Contractor's right to enforce further claims.

In the event of a positive audit result (list matches), the Contractor shall be entitled to terminate the Contract on extraordinary grounds.

The provisions and obligations set out in this Section 1.3 shall only apply if agreement thereof or the submission or solicitation of a declaration based thereon do not result in the Client or the Contractor violating Article 5(1) of Council Regulation (EC) No 2271/96, Sec. 7 of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung, AWV) or against similar anti-boycott or non-discrimination regulations.

- 1.4 Fulfilment of the contractual obligations (providing goods and services) shall be subject to the proviso that it does not conflict with any national, European or international export control regulations, such as embargoes, sanctions or other restrictions. The Client undertakes to provide any information and documentation required for export or transfer.

Delays due to testing and approval procedures based on export control regulations may negatively affect delivery times and agreed deadlines. If the required permits are not granted or the contractual service is not licensable, the Contractor is entitled to rescind the contract. Where this is the case, assertion, by the Client, of claims for compensation of any kind, particularly due to delay or non-fulfilment, or of other rights, shall be precluded.

The Client undertakes to comply with all applicable export control regulations. Where goods delivered by the Contractor (goods, software or technology including the supporting documentation) are passed on to third parties, the regulations applicable under export control law, in particular national or European regulations or such regulations as are valid in the United States, shall be observed by the Client. Wherever the items for sale are goods and technology covered by Article 12g of Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine and the delivery is made to a third country outside the European Union that is not a partner country within the meaning of Annex VIII of that EU regulation, resale and re-export to Russia or to another third country for use in Russia are prohibited. The provisions and obligations set out in this Section 1.4 shall apply only if agreement thereof or the submission or solicitation of a declaration based thereon does not result in the Purchaser or the Seller violating Article 5 (1) of Council Regulation (EC) No. 2271/96, Section 7 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*, "AWV") or against similar anti-boycott or non-discrimination regulations.

2. Prices

- 2.1 Unless other remuneration agreements have been made,
- the work shall be invoiced on a time and materials basis and according to the day-to-day cost rate, plus surcharges for administration, sales, risk and profit.
 - a surcharge of 15% shall be charged on the stock withdrawal price (including material overhead costs) for material from stock and on the net price for supplies and services rendered by subcontractors and suppliers.
- 2.2 All prices are subject to the statutory value added tax (VAT) in force.
- 2.3 Remuneration shall be in euros.

3. Performance and the Client's duty to cooperate

- 3.1 In effecting contractual performance, the Contractor shall apply the general, accepted technical rules applicable on the date of signature of the contract insofar as they relate to the scope of its services.
- 3.2 The Contractor shall be entitled to engage suitable subcontractors during performance of the work without the consent of the Client.
- 3.3 If the Contractor orders timetables from a network operator (e.g. DB Netz AG) for the use of rail lines and if, contrary to the order, the network operator does not provide the timetables after confirmation, the Contractor shall not be liable to the Client.
- 3.4 Test objects to be supplied to the Contractor by the Client shall be delivered and subsequently collected at the cost and risk of the Client.
- 3.4 The Client shall provide the Contractor with all free-issue material, information and documentation necessary for the proper execution of the contract free of charge and in good time. The Contractor is not obliged to examine the documentation provided by the Client as to its completeness and accuracy, unless this constitutes the service itself or expressly constitutes the subject matter of the order.
- 3.6 Where the Client fails to comply with its obligations to assist, or fails to do so on time or in full, or where the Client's performance is delayed for other reasons for which the Client is responsible, the Contractor shall be entitled to claim compensation for any loss arising as a result, including additional costs, based on the agreed remuneration.
- 3.7 To the extent that the Contractor renders services on, or needs to access, the Client's work premises, the Client is obliged to take action, free of charge, to ensure compliance with the safety and accident prevention regulations and other regulations, particularly access authorisations, house rules and the emergency plan applicable on site, and provide instructions where necessary. If the Contractor's employees enter, spend time or conduct work in the track area, the Client shall be obligated to take special safety precautions.

4. Deadlines and default

- 4.1 Unless a binding performance date has been agreed, the Contractor is only in default of performance where the Client has given the Contractor, by way of prior written notification, a reasonable period within which to effect contractual performance, and this has been without result. Performance periods shall commence only after the Client has fully complied with all obligations to provide cooperation and following receipt of any agreed advance payment. Subsequent requests for changes or delays in providing assistance by the Client shall result in a reasonable extension of the performance periods and performance deadlines.
- 4.2 Events constituting force majeure (e.g. industrial disputes, natural disasters, terrorist attacks, epidemics and pandemics, as well as any official measures resulting therefrom, including where any such occurrences affect upstream suppliers) and any unforeseeable obstructions to performance for which the Contractor is not responsible, shall entitle it to defer performance by the duration of the obstruction plus any reasonable set-up time. Where, for one of the aforementioned reasons, performance becomes wholly or partially impossible, the Contractor can rescind the contract, or the part of it which has not been fulfilled, if it notifies the Client, without delay, of the impossibility of performance and reimburses the Client for any services rendered in return, also without delay. The Contractor is not obliged to arrange substitute procurement. The Client can require the Contractor to provide a declaration as to whether it will effect performance within a reasonable time limit or rescind the contract. Where the Contractor fails to make a declaration, the Client can rescind the contract.

5. Acceptance

- 5.1 Every performance under a contract for work and services shall be accepted by the Client at the agreed time. Where a time has not been agreed, the Client shall indicate acceptance within ten working days of receipt of the work or refuse acceptance, stating the reasons. Should the Client fail to declare or refuse acceptance by this deadline, the work shall be deemed to have been accepted. The work shall also be deemed to have been accepted if it is used productively by the Client without reservation.
- 5.2 Acceptance cannot be refused due to minor defects which do not seriously impair the work's fitness for the contractually agreed purpose.
- 5.3 If the Client asserts a reservation due to defects, the Contractor shall conduct a review of its work. If a reservation asserted by the Client due to defects proves to be unjustified, the Client shall bear any additional costs incurred, unless the Client is not culpable or its actions only constitute simple negligence.
- 5.4 The Contractor can also require partial acceptance of items of work that have been completed.

6. Terms of payment, assignment of claims, right of retention, set-off

- 6.1 Payments shall be due without any deduction on receipt of the invoice by the Client. The Client shall be in default of payment thirty calendar days after receipt of the invoice without the need for a reminder. Receipt of payment shall be defined as the date on which the invoice amount is credited to the Contractor's account.
- 6.2 The Contractor may demand interest-free advance payments and deposits and, in the case of services under a contract for work and services, payment on account or part payments. Individual agreements always have priority.
- 6.3 The Client is not permitted to assign its claims against the Contractor to third parties. This is without prejudice to Section 354a German Commercial Code (HGB).
- 6.4 The Client shall have no rights of retention based on counterclaims from other legal transactions with the Contractor.
- 6.5 The Client shall be entitled to offset only against claims which are undisputed or have been determined by final judicial decision.
- 6.6 The Contractor shall be entitled to full rights of offsetting and retention.

7. Reservation of ownership

The Contractor reserves ownership or co-ownership of the object of delivery until full payment of the contract price.

8. Usage rights

- 8.1 Insofar as the Contractor grants the Client a right under the contract to use, to the agreed extent, an attestation (e.g. certificate, certificate of conformity, manufacturer's or inspection certificate) provided by the Contractor, this may only be used for the contractually agreed purpose and, if applicable, the certified area, and only in the form provided by the Contractor without modification.
- 8.2 In the event of a breach of the foregoing provisions by the Client, the Contractor shall be entitled at any time to prohibit the Client from further use of the services and, if applicable, further use of the Contractor's attestation. The Client is obliged to indemnify the Contractor, upon request, against all third-party claims, irrespective of the legal grounds (e.g. competition law), which arise from the Client's use of the Contractor's services or attestation, and against any necessary expenses incurred by the Contractor in connection therewith.

9. Warranty and liability

- 9.1 In case of defects, the Client is entitled to the statutory rights subject to the proviso that the Client must notify the Contractor of obvious defects without delay and in any case within no more than ten working days after acceptance and, in the case of hidden defects, within no more than ten working days after discovery. Otherwise, performance is deemed to have been accepted irrespective of the defect.
- 9.2 In the case of a defect, the Contractor can opt either to remedy the defect or effect subsequent performance.
- 9.3 Where the Contractor refuses subsequent performance or where subsequent performance fails, the Client shall be entitled to withdraw from the contract or demand a reduction of the remuneration payable. Subsequent performance shall not automatically be deemed to have failed even if it fails twice. Claims for damages and for reimbursement of expenses shall be governed by the provisions of Sections 9.4 and 9.5.
- 9.4 In the case of intent or gross negligence on the part of the Contractor or its representatives or performing agents, the Contractor shall be liable in accordance with the statutory provisions; likewise in the case of a culpable breach of material contractual conditions. Insofar as there has been no intentional breach of contract, the Contractor's liability for damages is limited to foreseeable loss which typically occurs.
- 9.5 This shall be without prejudice to liability for causing death, personal injury or damage to health, or liability under the Product Liability Act, as well as liability under any guarantee that has been accepted.
- 9.6 Unless otherwise expressly stipulated in the foregoing provisions, liability on the part of the Contractor is precluded. The foregoing exclusions and limitations of liability shall apply to the same extent in favour of the Contractor's executive bodies, legal agents as designated by law, employees and other performing agents.
- 9.7 The Client's rights under Section 9.3 shall lapse within one year after acceptance, or after the respective partial acceptance in the case of Section 5.4.
- 9.8 Where, in the context of its obligations to assist, the Client provides the Contractor with test objects, the Contractor is obliged to ensure the careful storage and safekeeping of these objects; the Contractor's liability is, however, limited to its own usual standard of care. The Contractor is not liable for damaging acts by third parties and does not have any insurance for the test object to cover loss resulting from third-party acts.

10. Obligations of secrecy and data retention

- 10.1 Confidential information refers to information (whether oral, written, electronically stored or transmitted, or in any other form), which is expressly labelled as "confidential" or can be assumed to be "confidential" given the nature of the information disclosed.
- 10.2 The legitimate representatives of the Parties, who are involved in implementation of the contract, shall treat confidential information (including trade secrets) as secret. This does not include information which
- a) Is generally known or later becomes known without any fault on the part of the receiving Party or
 - b) Was previously known to the receiving Party without being subject to an obligation of secrecy or was demonstrably developed independently by the receiving Party at a later date, or
 - c) Was disclosed to the receiving Party by a third party not subject to an obligation of secrecy, or
 - d) Has been approved for announcement, in writing, by the disclosing party, or

- e) Is made available to the receiving Party's Dakks consultants, auditors or assessors in connection with the interpretation or execution of the contract documents or any dispute arising therefrom, provided that the Dakks consultant, auditor or assessor has previously given a written undertaking to the receiving Party to maintain confidentiality or is already professionally bound to maintain confidentiality, or
- f) Must be disclosed due to a binding official or judicial ruling or by law. In this case, the disclosing party shall be informed of the disclosure obligation without undue delay. Where trade secrets are involved, the receiving party shall indicate this when disclosing the information and ensure that the provisions of Sections 16 et seq. Trade Secrets Act (GeschGehG) are duly observed.
- 10.3 The receiving party is prohibited from using reverse engineering to extract confidential information. "Reverse engineering" in this context means all actions, including observing, testing, examining and dismantling, and, where necessary, reassembling, which are carried out with the aim of obtaining confidential information. This does not apply to products/items which are already available to the public within the meaning of Section 3 (1) no. 1 a Trade Secrets Act (GeschGehG) or insofar as this procedure is permitted under Sections 69d, 69e Copyright Act (UrhG) or Section 11 no. 2 Patent Act (PatG), Section 12 no. 2 Utility Models Act (GebrMG), Section 10a (1) no. 2 Plant Varieties Protection Act (SortSchG), Section 6 (2) no. 2 Semiconductor Protection Act (HalbSchG).
- 10.4 The obligation of secrecy under Section 10.2 shall come to an end five (5) years after the end of the contract.
- 10.5 The parties undertake to comply with the statutory provisions on data protection. The Parties shall impose corresponding obligations on their employees, suppliers and other persons who come into contact with data.
- 10.6 For the purposes of documentation, the Contractor is entitled to store documents with which it is entrusted, having due regard for confidentiality.
- 10.7 If inspection activities within the meaning of DIN EN ISO/IEC 17020 are the subject of a contract, the Contractor shall inform the Client in advance of the information it intends to make public. Except for information that the Contractor makes publicly available or where there is a disclosure agreement or obligation between the Contractor and the Client, all other information shall be considered proprietary information and shall be kept confidential for as long as the information is in the Contractor's possession. The same applies in the case of a contractual agreement between the Contractor and accreditation or certification companies.
- 11. Delivery and passage of risk**
- 11.1 Unless otherwise expressly agreed, deliveries shall take place "ex works" pursuant to Incoterms® 2020 to the location specified in our offer or, where no location is specified in the offer, "ex works", Pionierstraße 10, D-32423 Minden (Westf.).
- 11.2 Passing of risk shall be governed by the legal provisions. Where the Contractor is liable for effecting delivery, the risk of the accidental destruction and accidental deterioration of the goods shall pass on handover of the goods to the forwarder.
- 12. Place of performance, jurisdiction, applicable law and written form**
- 12.1 The place of performance for all services shall be the Contractor's registered office.
- 12.2 It is agreed that the Minden/Westfalen Local Court (*Amtsgericht*) shall have jurisdiction over legal disputes which fall under the formal responsibility of the Local Courts, and the Bielefeld Regional Court shall have jurisdiction - including international jurisdiction - for legal disputes which fall under the formal responsibility of the Regional Courts. However, the Contractor shall also have recourse to the courts in the Client's domicile. Overriding statutory regulations, particularly on exclusive jurisdiction, remain unaffected.
- 12.3 The contract shall be governed solely by German law, excluding the UN Convention on Contracts for the International Sale of Goods. Only the German version of the text shall be binding.
- 12.4 Changes or supplements to the contract, including to this clause, must be agreed in writing for purposes of collecting evidence. Each party may subsequently request a notarisation in written or electronic form. The use of an advanced electronic signature is sufficient to fulfil the electronic form requirement.