

**1. SCOPE OF APPLICATION**

- 1.1. The following General Terms and Conditions apply to all present and future deliveries and services of **Railway Competence and Certification GmbH** (hereinafter referred to as "RCC").
- 1.2. Deviations from these General Terms and Conditions and - in particular - terms and conditions of the customer shall only apply if they are explicitly recognised by RCC in writing.

**2. OFFERS AND PLACING OF ORDER, COLLATERAL AGREEMENTS**

- 2.1. Unless otherwise stated, offers made by RCC are not binding.
- 2.2. Orders of the customer shall be made in writing and signed by an authorised signatory. Orders shall contain precise indications of quantity, prices and delivery details and are binding for the customer.
- 2.3. A contractual relationship shall only be established upon the transmission of a written order confirmation by RCC concerning the customer's order. RCC shall have the right to refuse acceptance of an order without stating reasons.
- 2.4. If an order confirmation from RCC deviates from the order, this deviation shall be deemed to have been approved by the customer unless the customer immediately objects in writing. For the purpose of becoming part of the existing contractual relationship, changes and additions to the order require a written confirmation by RCC.
- 2.5. Agreements must always be made in writing; verbal collateral agreements shall only become valid if they are recorded in written form.
- 2.6. The type and scope of the agreed delivery and service shall result from the contract and the present General Terms and Conditions.

**3. SCOPE OF SERVICES AND SERVICE PROVISION**

- 3.1. RCC undertakes to duly execute all orders in accordance with the generally recognised rules of technology and principles of economic efficiency as well as the applicable rules and regulations.
- 3.2. Type and scope of the agreed delivery/service shall be determined by the contract and the present General Terms and Conditions. Any change requests after the conclusion of the contract shall be determined by a supplementary agreement and lead to changes concerning delivery dates and prices.
- 3.3. Unless otherwise agreed in the contract, the regulations in force on the date of the offer shall apply.
- 3.4. New publications of or changes to regulations (e.g. TSI), the application of which becomes binding after the quotation has been prepared, may increase the cost of the service to be provided by RCC and thus mean increased costs for the customer. In such a case, the contracting parties shall conclude a written agreement on the amendment of the contract.
- 3.5. RCC has a permanent duty to warn and inform the customer about essential aspects within the scope of the provision of services.
- 3.6. If after conclusion of the contract it becomes apparent that an agreed partial performance must be changed according to its scope or nature and if the additional expenditure exceeds 10% of the contractually agreed partial performance price, RCC shall obtain the customer's consent before further performance. In case the customer declares not to agree to the further execution of the partial performance, it may be exempted from the contractually agreed scope of performance. In this case, RCC shall be entitled to demand a corresponding remuneration from the customer for activities already performed within the scope of the partial performance. The rest of the contractually agreed scope of services shall remain unaffected. If, however, the additional work amounts to a maximum of 10% of the contractually agreed partial service price, the customer shall accept this additional work at the price calculated on a pro rata basis.
- 3.7. RCC does not guarantee the positive outcome of an evaluation. The conclusions of a report reflect the assessment made at the time of performance.
- 3.8. RCC offers include a one-time review of documents and, if minor defects are identified, a one-time review of the amended documents, but not a complete repeated review of an already reviewed document or repeated review of existing defects in the documents.

- 3.9. For the purpose of fulfilling the contract, RCC may engage third parties and subcontract them in its own name and for its own account. These can be appropriately authorised persons and subcontractors/suppliers (e.g. experts, testing bodies, etc.) that meet the necessary legal requirements (e.g. in accordance with the Accreditation Act, Railway Act, etc.). Unless prescribed by regulations of the accredited basic standards, RCC shall not be obliged to inform the customer thereof.

**4. DELIVERY AND SERVICE TIMES, DEADLINES**

- 4.1. The contractually agreed delivery and service times and dates shall apply.
- 4.2. RCC is entitled to make and invoice advance and partial deliveries.
- 4.3. RCC's compliance with delivery and service times and dates shall be subject to the contractually regulated, timely receipt of all data, documents and items to be provided by the customer free of charge as well as the customer's compliance with the agreed terms of payment, the prerequisites to be created and other obligations required for the performance of the service by RCC. If the customer is responsible for a delay in the proper fulfilment of these obligations to cooperate, performance deadlines and delivery dates shall be extended accordingly.
- 4.4. In the event of force majeure or any other delay for which RCC is not responsible, deadlines and dates shall be postponed by the period of time during which the event in question continues. Events of force majeure shall be deemed to include for example, but not limited to, the events listed in point 14.1. of these General Terms and Conditions.
- 4.5. Any agreed contractual penalties shall only be due for payment by RCC if the reason for this is attributable to RCC.

**5. PRICES AND TERMS OF PAYMENT**

- 5.1. Unless otherwise contractually agreed, all fees and prices are quoted in EURO excluding VAT.
- 5.2. The VAT is to be paid separately by the customer.
- 5.3. The fees and prices from the order confirmation are decisive for the payments and must correspond with the offer prices. If the order confirmation does not contain any information on prices and fees, the fees and prices of the offer shall apply.
- 5.4. All prices shall be subject to indexation in accordance with the Consumer Price Index 2020 published by Statistik Austria, whereby the basis for the calculation shall be the published index for the month in which the order is placed. Index fluctuations are taken into account as from a deviation of five percent. If this threshold is exceeded, the entire change in the Consumer Price Index must be taken into account. The index number recalculated this way is the starting point for the calculation of the next index adjustment. If the index is no longer published, it shall be replaced by the successor index. In the absence of such an index, an index replacing it shall apply.
- 5.5. The time of invoicing shall generally be as agreed. In the event of additional costs, travel expenses and delays on the part of the customer, invoices may be issued after the costs have been incurred or interim invoices may be issued. Unless otherwise contractually agreed, all (partial) invoice amounts shall be transferred to the account of RCC without any deduction no later than 30 days after the invoice date. The date of receipt of payment on the account of RCC shall be decisive for the timeliness of the payment. Thereafter, default of payment shall occur even without a reminder.
- 5.6. Any rebates, discounts or bonuses require an express written agreement and are subject to the condition of a timely and complete fulfilment of the corresponding payment obligation.
- 5.7. RCC shall be entitled to charge a reminder fee in the amount of EURO 20.00 for the second reminder and EURO 40.00 for the third reminder as well as interest on arrears of eight (8) percentage points above the base interest rate of the Austrian National Bank starting from the due date.
- 5.8. In the event that a collection agency is engaged, RCC shall be entitled to additionally charge any collection fees incurred.
- 5.9. RCC shall be entitled to demand interest-free down payments or partial payments.
- 5.10. Incidental costs of the contract shall be borne by the customer.
- 5.11. The offsetting with possible counterclaims, for whatever reason, is inadmissible.

**6. RESERVATION OF OWNERSHIP**

- 6.1. The service/delivery of RCC shall remain the sole property of RCC until the full payment of the purchase price as well as all related costs and expenses. In the event of a delay in payment, even partial, RCC shall be entitled to reclaim the service/delivery even without the customer's consent. Until the complete fulfilment of the payment obligation, the object of purchase shall not be mortgaged, transferred as security or encumbered with third-party rights in any other way by the customer.

**7. WARRANTY AND COMPENSATION FOR DAMAGES**

- 7.1. As a specialist company, RCC shall perform its deliveries and services with due care.
- 7.2. The warranty period shall be two years from handover to the customer. In the event of replacement deliveries or fault rectification, the warranty period for the areas affected by the defect begins to run anew for another 12 months, which extends the total warranty period to a maximum of three years.
- 7.3. Warranty claims can only be asserted after the submission of a notice of defects, which shall be sent exclusively by registered letter with a detailed description of the defect and an indication of the possible causes and within 14 days after handover of the service or partial service.
- 7.4. Defects that cannot be discovered within this period even through meticulous inspection (= hidden defects) must be reported immediately after their discovery within the warranty period.
- 7.5. Apart from those cases where legal provisions imply the right to revocation or price reduction, RCC reserves the right to settle warranty claims through repair or exchange at its own discretion.
- 7.6. Claims for improvement or replacement of the missing/faulty delivery or service shall be fulfilled by RCC within a reasonable period of time, which shall generally be one third of the period agreed for the performance of the delivery or service. Claims for damage due to delayed performance cannot be made during this period.
- 7.7. RCC shall not provide any warranty for services/deliveries which the customer has modified or repaired without the consent of RCC.
- 7.8. If the customer's claims of defects are unjustified, the customer shall be obliged to reimburse RCC for the expenses arising from the determination of absence of defects or the rectification of defects.
- 7.9. The assertion of a defect does not release the customer from its payment obligation.
- 7.10. The customer shall not be entitled to refuse acceptance of the delivery or service due to the existence of a minor defect.
- 7.11. To the extent permitted by law, RCC shall be liable only for damages caused by the breach of contractual obligations and in the object of performance itself, and only if intent or gross negligence can be proven by the customer. Liability for slight negligence and compensation for consequential damages (e.g. downtimes, additional expenses for services and resulting fees, loss of savings and profits, loss of interest and damages resulting from third-party claims against a contractual partner) shall be excluded.
- 7.12. To the extent permitted by law, the limitation period for claims for damages due to defective delivery or performance shall be 24 months from the date of delivery or performance and the limitation period for claims for damages due to the breach of other contractual obligations shall be one year from the date the claim arose.

**8. WITHDRAWAL FROM THE CONTRACT**

- 8.1. A withdrawal from the contract is only permitted in case of a good reason.
- 8.2. If RCC is in default concerning the delivery or performance of its services due to its own fault, the customer shall set an appropriate grace period of at least 4 weeks. If RCC does not provide the contractual delivery or service even within this grace period, the customer shall be entitled to withdraw from the contract.
- 8.3. In the event of a delay on the part of the customer with regard to the provision of required documents and/or an agreed cooperation activity which makes the execution of

the order by RCC impossible or significantly impedes it, RCC shall be entitled to withdraw from the contract.

- 8.4. RCC shall in particular be entitled to withdraw from the contract fully or in part if:
- The customer uses the service provided by RCC or the result of this service for fraudulent, unlawful or other improper purposes,
  - The customer repeatedly or grossly violates its contractual obligations,
  - The customer is still in default of payment even after two reminders,
  - Insolvency or composition proceedings are instigated against the customer or rejected for the lack of sufficient assets,
  - Criminal proceedings or financial criminal proceedings are initiated against the customer, or
  - The customer's business is terminated or liquidated.
- 8.5. If the contract is terminated due to the customer's default of acceptance or performance, RCC shall be entitled to charge a cancellation fee on the basis of the cancelled deliveries or services, which shall be 25% of the order value.
- 8.6. Depending on their impact on the respective project, events of force majeure affecting RCC or a subcontractor of RCC shall entitle RCC to either suspend the deliveries or services for the duration of the event including an adequate time for the restart of the activities or to withdraw from the contract fully or in part. If the delivery or performance of a service is delayed by more than three months due to the effects of force majeure, the customer shall be entitled to withdraw from the affected part of the delivery or service within two weeks by means of a registered letter. The events listed under point 14.1. of these General Terms and Conditions shall - for example but not exclusively - be considered events of force majeure.
- 8.7. In the event of a justified withdrawal from the contract on the part of the customer or RCC, the services rendered by both parties shall be reversed or remunerated.

**9. PLACE OF PERFORMANCE**

- 9.1. Unless agreed otherwise by contract, the place of performance for all deliveries and services shall be the registered office of RCC at Waagner-Biro-Straße 125, 8020 Graz, Austria.

**10. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

- 10.1. The customer shall be obligated to cooperate in the performance of a contract in accordance with the agreed requirements. This includes in particular, but not exclusively, the timely, complete, correct and free provision of all information, documents, items, materials etc. required for the delivery or performance of services by RCC. Confirmations of receipt by RCC shall not be deemed to be a confirmation of the completeness or correctness of the information, documents and items supplied. The manuscripts, originals, drafts, sketches, samples and other items, documents and information handed over to RCC shall remain with RCC and shall not be returned after completion of the order unless otherwise agreed in writing.
- 10.2. In the event that the customer provides incomplete or incorrect information and/or documentation or fails to provide necessary information and/or documentation, RCC shall have the right to declare reports and certificates invalid.
- 10.3. The customer shall provide the verification documentation for the assessment in German or English. Translations must be provided for by the customer in advance.
- 10.4. If the use of the documents provided to RCC by the customer infringes the industrial property rights of third parties, the customer shall indemnify RCC against all associated claims.
- 10.5. For the purpose of a clear delimitation and allocation of reports and certificates, the customer shall be obliged to give each of its products a unique naming. Product changes must therefore also be reflected in their naming.
- 10.6. The holder of an EC certificate, an EC certificate of conformity or an EC test certificate has the right of use in accordance with the following conditions: This right of use is not transferable to third parties. It may be used for advertising purposes, provided that such advertising is not misleading and that the rules of fair competition are complied with. It

must be clearly identifiable which product or subsystem has a valid EC certificate of conformity or EC test certificate.

- 10.7. The holder of an EC certificate, EC certificate of conformity or EC test certificate shall undertake to fulfil the obligations arising out of the evaluated quality system and to maintain it so that it remains adequate and efficient. The holder shall keep the notified body that has approved the quality system informed of any significant change in the quality system that will affect the design, manufacture, final inspection, testing and operation of the subsystem or component.

#### 11. IMPARTIALITY AND INDEPENDENCE

- 11.1. The customer must ensure that the independence of the persons employed by RCC is not jeopardised. This applies in particular to offers for consulting activities or employment matters as well as orders on own account.
- 11.2. In order to maintain its impartiality, RCC shall not carry out consulting activities or any other supply or service activities for projects that are the subject of an order within the scope of accredited activities.

#### 12. SECRECY

- 12.1. Information and documents made available to each other shall be kept secret by the contracting parties. All necessary measures shall be taken to prevent third parties from gaining knowledge of and using such information. This duty of confidentiality shall also apply to the respective employees, vicarious agents and contractual partners of the parties.
- 12.2. RCC shall be obliged to keep confidential information received from the customer. Confidential information resulting from the activities of RCC shall only be disclosed to third parties with the customer's written consent or on the basis of a statutory duty of disclosure.
- 12.3. If and as long as the customer proves a legitimate interest in this, RCC shall be obliged to keep its activities confidential. After execution of an order, RCC shall be entitled to publish the title of the project covered by the contract for advertising purposes and as part of its reference list. Furthermore, RCC shall have the right to indicate the customer's name in publications concerning a project. The customer, on the other hand, shall be obliged to state the name of RCC (company, business name) when announcing or publishing projects.
- 12.4. The customer agrees that RCC may - upon request - pass on project information and documents to the accredited body entrusted with the project.
- 12.5. The customer acknowledges and agrees that - pursuant to the Accreditation Act - RCC has the duty to publish a list of the conducted certifications. This directory is available on the website of RCC and lists the respective valid certificates as well as their holders, stating the following information:
- Name and address of the certificate holder
  - Certificate number
  - Scope of validity and applicable normative regulations

#### 13. RIGHTS OF USE, INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

- 13.1. RCC reserves all rights and uses to documents, offers, projects and associated drawings prepared by RCC. The customer may not use these documents or parts thereof, even if they do not originate from RCC, in a manner exceeding the content of the contract or for purposes other than those stipulated in the contract. In particular, the documents may not be reproduced, processed or made accessible to third parties without the written consent of RCC.
- 13.2. The issue of a certificate shall entitle the customer to use it during its upright validity or for the duration of the contractual relationship in accordance with the conditions of the contract. Upon expiration of the validity of the certificate or termination of the contractual relationship, the right of use shall expire.
- 13.3. The customer shall indemnify and hold RCC harmless against all claims asserted by third parties arising from infringements of copyrights and ancillary copyrights, other industrial property rights or personal rights. RCC reserves the right to declare the dispute to the customer in any legal action brought against RCC. If the customer does not join the proceedings as a party to the dispute on the side of RCC, RCC shall have the right to acknowledge the cause of action.

#### 14. FORCE MAJEURE

- 14.1. Events of force majeure shall be events which have an external effect and which can neither be averted nor rendered harmless even by exercising the utmost reasonable care. These are, for example, but not exclusively:
- Forces of nature such as earthquakes, lightnings, frost, storms, floods
  - Warlike events, riots, official interventions and/or corresponding laws
  - Seizure, transport disruptions, export, import and transit bans, international payment restrictions
  - Energy and raw material shortage
  - Operational disruptions, for example due to explosions, fire, strikes, sabotage
  - Absence of employees due to accidents or death
  - Any other unforeseen events that could only be prevented at disproportionate cost or by means that are not economically justifiable.
- 14.2. In the event of force majeure, delivery times and dates shall be postponed by the period of time during which the concerned event lasts.

#### 15. APPLICABLE LAW AND JURISDICTION

- 15.1. Contracts between the customer and RCC shall be governed by the laws of the Republic of Austria, excluding the conflict-of-law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.
- 15.2. All disputes arising from contracts between the customer and RCC shall be settled by the competent court at the place of business of RCC in Graz/Austria.

#### 16. SEVERABILITY CLAUSE

- 16.1. Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties shall be obliged to replace the invalid provision by a provision which comes as close as possible to the invalid provision in terms of its economic purpose. This shall also apply to any loopholes in the provisions of these General Terms and Conditions.