

General Terms and Conditions of Purchase¹
of the companies of Rhomberg Sersa Rail Group (RSRG) domiciled in the United Kingdom
(the respective contracting company of RSRG individually also "we" or "our")

1. General provisions

- (1) Our General Terms and Conditions of Purchase apply exclusively to all current and future contracts in connection with our orders, even if no separate reference is made to them in an individual case. By accepting or executing the order, the supplier acknowledges our General Terms and Conditions of Purchase.
- (2) The supplier's general terms and conditions are hereby rejected. They shall only apply if we have expressly agreed to them in writing in an individual case. Our silence shall not be deemed as a consent.
- (3) Insofar as the order or these General Terms and Conditions of Purchase do not contain a regulation, statutory provisions shall apply.

2. Conclusion of contract

- (1) Offers of the supplier shall be free of charge and binding for us.
- (2) Only orders placed in writing or in electronic form are binding for us. Verbal orders shall only become binding upon our written or electronic confirmation. This also applies to additions and amendments to orders and to these General Terms and Conditions of Purchase.
- (3) Our orders shall be confirmed by the supplier within 7 calendar days. The order and project number, construction site designation and cost center number of the purchaser shall be noted on the order confirmation. Silence of the supplier shall be deemed as an acceptance of the order and these General Terms and Conditions of Purchase.
- (4) Deviations from our orders are only valid if we have expressly acknowledged them in writing or in electronic form. If the order is nevertheless executed, the terms of our order and solely these General Terms and Conditions of Purchase shall apply.
- (5) The order is subject to the granting of any necessary official or client approvals. If the approval is not granted, the supplier shall not be entitled to any rights and claims and the order shall become null and void.

If an official inspection or acceptance of the deliveries and/or services or parts thereof is required, this shall take place at the supplier's works, unless otherwise agreed.

3. Scope of deliveries and services

- (1) The scope of deliveries and services is specified in the respective order. This also includes deliveries and services which are not expressly mentioned in the order but which are related thereto given their nature. This includes, in particular but without limitation, accessories, safety, commercial and technical data sheets, product drawings, certificates, processing instructions, daily and weekly construction reports, work and service acceptance protocols as well as assembly and operating instructions in English.
- (2) The supplier shall instruct and train our operating personnel free of charge.
- (3) We are entitled to retain the documents provided to us by the supplier and to use and reproduce them in the same or a modified form for further purposes, in particular but without limitation, for training purposes and to make them available to our customers.
- (4) At our request, the supplier shall provide all information in connection with the deliveries and services, to the extent this is necessary to comply with statutory provisions or official orders.

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(5) The supplier shall ensure that the necessary maintenance, servicing and service work is carried out by means of suitable measures to safeguard the permanent functionality of deliveries and services, also beyond the warranty period. This includes, in particular but without limitation, inspections, relubrication, readjustment, refilling, supplementing or replacing operating materials or consumables, such as fuels or lubricants, as well as the replacement of wearing parts. Cleaning as a further component of the measures, includes the removal of foreign and auxiliary materials (by vacuuming, scrubbing, use of solvents, etc.). Accordingly, the supplier shall within a reasonable period of time taking into account the nature of deliveries and services ensure the provision of expert personnel with the necessary tools and the availability of the necessary spare parts (hardware and software).

4. Subcontracting

The supplier may only subcontract the fulfilment of orders or parts thereof to third parties with our prior written consent. In this case, the supplier is obliged to impose the same obligations on his sub-suppliers and subcontractors as he has in relation to us. At our request, he shall assign to us the rights and claims to which he is entitled against his sub-suppliers and subcontractors.

5. Prices, invoicing, payment

(1) The agreed prices are fixed prices plus VAT. They include packaging costs and all expenses in connection with the deliveries and services. This also includes any authorizations, certificates and certifications. Unilateral price increases by the supplier – for whatever reason – are excluded. This applies in particular but without limitation to increases in the cost of materials and labour and also extends to framework agreements.

(2) After the proper provision of deliveries and services, the supplier shall send us an invoice electronically stating also VAT. In addition to the information required by law, the invoices shall also contain the name and contact person of the purchaser, the order and project number, construction site designation, article number, the quantity, the order date and cost center number of the purchaser. Copies of invoices and partial invoices shall be clearly labelled as such. If the invoice does not fulfil these requirements, we are entitled to reject it without being in default. In this case, the payment period shall not commence until the date of receipt of a proper invoice.

(3) Invoices for complete and defect-free deliveries and services are due for payment within 45 calendar days. The issue of the transfer order to the bank shall be decisive for the timeliness of payment.

(4) Advance payments and partial invoices shall be agreed in writing or in electronic form in the specific case.

(5) Our payments shall not constitute an acknowledgement of the completeness, timeliness or freedom from defects of the deliveries and services and shall not be deemed as a waiver of any rights or claims. We are entitled to withhold payments until the defect has been fully remedied.

6. Deliveries

(1) Deliveries shall always be made at the expense and risk of the supplier to the place of delivery specified by us at ("DDP" - Incoterms in the currently valid version). If delivery to this place becomes impossible or unreasonable for us due to force majeure or other circumstances beyond our control, we are entitled to specify a different place of delivery. Cash on delivery consignments will not be accepted by us.

(2) A delivery bill signed by us upon arrival at the delivery address is required for successful receipt of the delivery.

(3) Signing the delivery note only confirms the receipt, but not the quantity and quality of the goods.

(4) Each delivery shall contain a delivery note with all order data (including the name and contact person of the purchaser, the order and project number, construction site designation, article number, the quantity, the order date and the cost center number of the purchaser). The delivery note shall also contain all the information required by law. Any delays resulting from incorrectly issued delivery notes shall be borne by the supplier.

(5) Partial deliveries are not permitted unless we have expressly agreed to a partial delivery in writing or in electronic form. In this case, it shall be clearly indicated on the delivery note as such.

(6) In the event of an improper delivery, the supplier shall reimburse us for all costs and expenses incurred by us in connection with inspection, packaging, return or storage. Returns of unordered or over-delivered quantities shall in any case be at the supplier's risk and expense. Furthermore, the supplier shall compensate us for all damages in connection with the transportation of the goods.

(7) A delivery carried out before the agreed date shall not affect the payment deadline linked to this date.

7. Packaging

The supplier undertakes to use only packaging that effectively protects the deliveries against any damage, corrosion and other influences during the loading, handling, transport, unloading and storage. Furthermore, the packaging shall be environmentally friendly in terms of type, shape and size and comply with the applicable statutory provisions. The costs for packaging are included in the fixed price. If separate remuneration was expressly agreed for the packaging, we are entitled to return the packaging material used to the supplier, charging back the entire value of the packaging.

8. Deadlines, default

(1) Agreed deadlines are binding and fixed. If they are exceeded, the supplier shall be in default without further notice. Deadlines shall only be deemed to have been met if the proper delivery is received on time at the place of delivery specified by us. In the case of a work delivery or work performance, the time of acceptance shall be decisive.

(2) If the supplier recognizes that deadlines cannot be met, he shall inform us immediately in writing or in electronic form of any expected default, stating the reasons and the expected duration of the default. The supplier's obligation to meet the original deadlines remains unaffected.

(3) In the event of default, we are entitled to demand 0.5% of the total order value for each commenced day of default, up to a maximum of 10%. Our right to withdraw from the contract and to claim further damages remains unaffected. The unconditional acceptance does not constitute a waiver of the rights and claims to which we are entitled due to the default in deliveries and services.

9. Export control

(1) The supplier is obliged to indicate the HS code (Harmonized System code) for each delivered product at the latest when accepting the order. The supplier shall also provide an EU supplier's declaration and other documents/declarations as proof of preferential and/or non-preferential origin. If long-term supplier's declarations are used, the supplier shall inform us immediately of any changes with regard to the origin.

(2) The supplier is obliged to inform us of any export restrictions at the latest when accepting the order. In particular, the supplier shall indicate the export list number in accordance with the EU Dual-Use Regulation, the Export Control Classification Number (ECCN) and the classification number of the International Traffic In Arms Regulations (ITAR) in the respective current version and any other information that may be required by any authority in the United Kingdom.

(3) The supplier is obliged to disclose all export data to us immediately upon request in writing or in electronic form. In the event of a breach of the above obligations, we are entitled to withdraw from the contract without prejudice to further claims.

10. Transfer of risk, retention of title

(1) The transfer of risk for deliveries shall be governed by the Incoterms in the currently valid version. In the case of a work delivery or work performance, formal acceptance is required for the transfer of risk. If the inspection of the work delivery or work performance requires commissioning, acceptance shall take place after defect-free commissioning. The costs of acceptance shall be borne by the supplier.

(2) Retention of title by the supplier is excluded.

11. Warranty

- (1) In deviation from statutory provisions, obvious defects, quantity and quality deficiencies shall be reported within 4 weeks of receipt of the goods. Defects, quantity and quality deviations recognized later shall be reported within 4 weeks of discovery.
- (2) The supplier warrants that the deliveries and services are suitable for the intended use, in accordance with the agreed specifications and free from defects in material, design, workmanship, instructions and other defects. Furthermore, the supplier warrants that the deliveries and services comply with all laws, regulations, standards and other provisions of the applicable jurisdictions as well as the generally accepted rules of technology. In addition, the supplier warrants that the deliveries and services as well as their use and exploitation do not infringe any third-party rights.
- (3) If the supplier requires our documents to fulfil the order, he shall request them from us in good time and examine them. In the event of any concerns, he shall inform us immediately.
- (4) The warranty period shall commence upon proper delivery or, in the case of an agreed or legally prescribed acceptance, upon acceptance. The warranty period shall be determined in accordance with the statutory provisions. If we are obliged to a longer warranty period towards our client, the warranty period for the supplier shall be extended respectively. Defects occurring during the warranty period shall be deemed to be covered by the warranty unless the supplier proves that these defects were caused by an improper use or a defective maintenance. In the event of subsequent performance or other rectification of defects, the warranty period shall commence again.
- (5) In the event of a defective delivery or service, the supplier shall, at our discretion, remedy the defect or deliver a defect-free item within 7 calendar days. The supplier shall bear the necessary expenses, in particular but without limitation the costs for the removal of the defective item and the installation of the defect-free item. If the supplier does not comply with our request for subsequent performance in due time or if it is refused, we are entitled to remedy the defect ourselves at the supplier's expense and risk. This shall also apply if the subsequent performance is urgent in view of the expected damage or is justified by our particular interests. The warranty period shall be suspended for the period of subsequent performance and shall be extended accordingly.
- (6) If a serial defect occurs during the warranty period, we are entitled to reject the entire delivery and service as defective and to assert all contractual and statutory claims. A serial defect exists if at least 10 % of the deliveries and services have a similar defect.
- (7) Rights and claims to which we are entitled under the applicable statutory provisions shall remain unaffected.

12. Liability

- (1) The supplier's liability shall be governed by the statutory provisions. The supplier shall indemnify and hold harmless us, our directors, officers, employees and agents from and against all liabilities, damages, losses, penalties, fines, demands, suits, costs, expenses (including without limitation legal fees and expenses) and proceedings of any nature whatever arising out of or in connection with a breach of an obligation in relation to the order. This shall also apply to liabilities, damages, losses, penalties, fines, demands, suits, costs, expenses and proceedings incurred in connection with information, warnings and recalls of deliveries and services.
- (2) The supplier shall be liable for the acts and omissions of his employees, agents, subcontractors and sub-suppliers as well as of anyone directly or indirectly engaged by him in the same way as for his own acts and omissions.
- (3) The supplier is obliged to maintain an appropriate insurance cover with a reputable insurance company with a sum insured of at least GBP 2,500,000 per claim and to provide us with the evidence of this on first request by submitting an insurance certificate. Otherwise, we are entitled to withdraw from the contract with immediate effect and to claim damages incurred by us. The supplier's liability shall remain unaffected by the insurance cover.

13. Management systems, quality assurance, audit

(1) The supplier is obliged to establish and maintain a state-of-the-art quality (e.g. DIN EN ISO 9001), environmental (e.g. DIN EN ISO 14001) and occupational health and safety management system (e.g. DIN EN ISO 45001). We have the right to demand respective evidence from the supplier at any time.

(2) The supplier is obliged to carry out his deliveries and services in accordance with the applicable national and international standards and generally accepted rules of technology. Changes in the composition of the processed material or in the execution of deliveries and services are only permitted with our prior written consent. Upon request, the supplier shall conclude a quality assurance agreement with us. The quality of the deliveries and services shall be continuously examined by the supplier and documented in writing. The documentation shall be kept for ten years after fulfilment of the order and made available to us immediately on request.

(3) The supplier is obliged to monitor the products. He shall inform us immediately of any product defects and incidents in connection with the scope of delivery and services. If necessary, the supplier is obliged to recall affected deliveries and services at his own expense, to provide us the name the manufacturer, to hand over all documents and to grant any other support.

(4) We reserve the right to carry out ourselves or through authorized third parties in the offices, production facilities and warehouses of the supplier as well as his sub-suppliers and subcontractors at any time during the design, planning, production and delivery preparation, even without a separate announcement, progress inspections as well as intermediate and final technical inspections (also including packaging inspections) and to audit the quality assurance system. The carrying out of an inspection or a waiver of an inspection on our part shall not restrict the supplier's obligations.

14. Spare parts

(1) The supplier is obliged to ensure the supply of all necessary spare parts or compatible components for a period of ten years from the last delivery to us at market prices, unless the law provides for a longer period. If the supplier intends to discontinue production or delivery during or after expiry of this period, he is obliged to notify us thereof as well as of the successor product immediately in writing and to give us the opportunity to place a final order.

(2) Upon request, the supplier shall provide us with spare parts drawings. He may only make them accessible to third parties insofar as this is necessary to fulfil his warranty or spare parts delivery obligations towards us.

15. Intellectual property

(1) We reserve the exclusive ownership as well as all other rights (e.g. copyrights, patent rights, utility model rights, trademark rights, design rights) to items and information provided, such as software, data, models, drawings, findings, samples, plans, documents and calculations. They may only be used to fulfil the order and shall be secured by the supplier against unauthorized access at his own expense. Any disclosure to third parties requires our prior written consent. The supplier shall return or destroy the items and information provided, including in particular but without limitation all copies, after fulfilment of the order and at any time at our request and confirm in writing that the return or destruction have been fully completed.

(2) We are exclusively entitled to all intellectual property rights (e.g. copyrights, patent rights, utility model rights, trademark rights, design rights) to the deliveries and services specially produced for us and these are compensated with the price paid for them. The supplier is obliged to make all declarations and take all actions to ensure that we acquire the rights without delay. Furthermore, the supplier grants us an irrevocable, non-exclusive, worldwide, unlimited, transferable and sub-licensable right to use and exploit the deliveries and services. This includes in particular but without limitation the right to process, modify, reproduce, distribute, perform and exhibit them.

(3) The supplier guarantees that he is the sole owner of all intellectual property rights (e.g. copyrights, patent rights, utility model rights, trademark rights, design rights) and that deliveries and services do not infringe any third-party rights. The supplier is obliged to indemnify us against any third-party claims. The supplier shall reimburse us for any damages, costs and expenses that we incur as a result.

16. Provision of materials

- (1) Materials, substances and other parts provided by us shall remain our property and may only be used for the fulfilment of the order. They shall be labelled as our property and stored separately at the supplier's expense and risk.
- (2) Transformation, processing or mixing shall be carried out exclusively for us. In this case, it is agreed that we shall have co-ownership of the overall products manufactured using our materials, substances and other parts in the ratio of the value of the provided materials to the value of the overall product, which shall be stored by the supplier for us free of charge. The supplier shall bear the risk of destruction, loss and damage. At our request, the supplier shall surrender the overall products in return for compensation.

17. Safety, hazardous substances, waste

- (1) The supplier shall ensure that his employees, subcontractors and sub-suppliers comply with our instructions for maintaining order and safety and submit to the usual controls in our plant area and at the place of performance. The supplier shall also ensure that the applicable environmental protection, labour protection, social security, fire protection and accident prevention regulations are complied with. In the event of non-compliance, the supplier shall be liable to us for all damages incurred as a result.
- (2) The supplier shall comply with all relevant regulations and laws, particularly those concerning the handling and placing on the market of hazardous substances, which are contained, for example, in the REACH Regulation (Regulation (EC) No. 1907/2006 of 18 December 2006), in the Chemicals Act, in the Hazardous Substances Regulation, UK REACH Regulation and in similar regulations.
- (3) The supplier shall use his best endeavours to avoid waste. If waste nevertheless occurs, the supplier shall dispose of it in his own name in compliance with the relevant regulations. The supplier shall inform us of any product handling, storage and disposal requirements.

18. Confidentiality; data protection, data security; references

- (1) The supplier is obliged to keep confidential any information disclosed to him in connection with the business relationship and to use it exclusively for the provision of the deliveries and services ordered. The supplier acknowledges that the disclosed information constitutes a business secret. For each case of infringement, the supplier undertakes to pay a penalty of GBP 50,000.00 regardless of fault. In this respect, the supplier waives the objection of continuation of the infringement. Our further rights and claims, in particular but without limitation in accordance with the statutory provisions for the protection of business secrets, shall remain unaffected by the penalty.
- (2) The supplier is obliged to comply with all statutory provisions relating to personal data. These include in particular but without limitation the "European General Data Protection Regulation" (GDPR), UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any other national data protection laws. In addition, the supplier shall inform us immediately of all suspected or actual breaches of data security and other irregularities in relation to personal data and shall rectify any breaches immediately.
- (3) The supplier may only name us when providing references or in publications if we have given our prior written consent.

19. Corporate responsibility, compliance, integrity

- (1) The supplier assures that deliveries and services are provided in accordance with all applicable statutory provisions. This applies in particular but without limitation to the areas of environmental (e.g. climate protection), social (e.g. compliance with human and labour rights) and corporate policy (e.g. combating bribery and corruption). The supplier is obliged to provide us immediately upon request with all information relating to the "European Sustainability Reporting Standards" (ESRS) and the "The Act on Corporate Due Diligence Obligations in Supply Chains" (LkSG), and UK Sustainability Reporting Standards in the specified data collection format. This also applies if the supplier does not fall within the scope of these regulations.

(2) The supplier is obliged to comply with our "Code of Conduct for Suppliers" (available at: <https://www.rhomborg-sersa.com/media/2209/download/RSRG%20Verhaltenskodex%20EN.pdf?&inline=1>) in the currently valid version. If the supplier involves third parties to fulfil his obligations, he shall also provide them with our "Code of Conduct for Suppliers" in its currently valid version and oblige them to comply with it. Insofar as we are obliged to comply with stricter requirements towards our client, this obligation shall also apply to the supplier's relationship towards us. The supplier shall also impose these obligations on its sub-suppliers and subcontractors.

(3) In the event of a breach, we are entitled to terminate all contractual relationships with the supplier immediately and to claim damages incurred by us as a result.

20. Withdrawal and termination

(1) Without prejudice to other grounds for withdrawal and termination, we are entitled to withdraw from the contract in whole or in part or to terminate the contract in whole or in part without notice if (i) the control situation of the supplier has changed, (ii) the supplier ceases or threatens to cease essential parts of his operations or (iii) a significant deterioration in the supplier's financial situation occurs or his liquidation has been resolved. The supplier is obliged to inform us of such circumstances immediately and in full. Any rights and claims of the supplier arising out of and in connection with such withdrawal or termination shall be excluded.

(2) Termination and withdrawal can be exercised in writing or in electronic form.

21. Offsetting, assignment

We are entitled to offset our own claims against the supplier's claims and to assign our claims against the supplier. Without our prior written consent, the supplier is not entitled to offset, assign, pledge or make the claims to which he is entitled against us to the subject of legal transactions.

22. Place of performance

The place of performance shall be the place designated by us in the order, unless expressly specified otherwise.

23. Jurisdiction, applicable law

(1) All disputes arising out of or in connection with the contractual relationship with the supplier, including without limitation those concerning its conclusion, its legal validity, its amendment or cancellation, shall be referred to the ordinary courts at the customer's domicile. However, we are also entitled to file an action at any ordinary court having jurisdiction over the supplier.

(2) The contractual relationship shall be governed by the law of the customer's domicile. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11th April 1980 is excluded.

24. Written form

Amendments and additions to the contract shall be made in writing to be effective. The written form requirement shall also only be waived in writing.

25. Severability clause

In the event of the invalidity of individual contractual provisions, the other provisions shall remain in full force and effect. The invalid provision shall be replaced by a provision that comes as close as legally possible to the economic intent of the invalid clause; the same shall also apply in the event of a gap.