

## Vossloh ETS B.V. General Terms and Conditions for Logistics (carriage of goods, rental and brokerage)

Status: 03/2024

### 1. Scope

- 1.1** These General Terms and Conditions (hereinafter referred to as GT&C) shall apply exclusively to all contracts concluded between Vossloh ETS B.V. (hereinafter: Vossloh) and the contracting counterparty (hereinafter: Principal) in connection with carriage of goods by Vossloh for the Principal (hereinafter: Carriage of Goods Contract(s)), the rental of freight wagons with Vossloh being the lessor and the Principal being the lessee (hereinafter: Rental Contract(s)) and with brokerage activities by Vossloh for the Principal within the scope of construction projects (hereinafter: Brokerage Contract(s)). Carriage of Goods Contracts, Rental Contracts and Brokerage Contracts will be jointly referred to as Logistic Contract(s).
- 1.2** Any additional Principal's terms or conditions that differ from or contradict these GT&C shall not apply unless explicitly agreed to in writing by Vossloh. This also applies to any kind of verbal agreement, amendment, deviation or exclusion associated with the respective Logistic Contract and/or these GT&C.
- 1.3** For all contractual agreements concluded between the Principal and Vossloh with respect to the services pursuant to clause 1.1 of these GT&C, the version of these GT&C that is valid at the time the respective agreements are signed shall apply irrespective of whether new separate agreements are reached on them in future contractual agreements unless the Principal explicitly rules out in writing the applicability of the GT&C when concluding future contractual agreements.
- 1.4** The use of freight wagons within the execution of a Logistics Contract by one Party from the other Party, irrespective of whether the freight wagons are made available by Vossloh (or its subcontractor(s)) within a Rental Agreement or by the Principal to Vossloh for its service provision within a Carriage of Goods Contract, is always subject to the rules and regulations contained in the latest version of the General Contract of Use (hereinafter GCU).
- 1.5** The order of precedence for applicable contractual conditions shall be as follows:
- the Logistics Contract
  - stipulations in the respective written quotations
  - these GT&C
  - the most recent version of the GCU at the time of conclusion of the relevant Logistics Contract.

### 2. Prices

- 2.1** The prices stated in the Logistic Contract shall apply. Special pricing arrangements outside the Logistics Contract shall only apply if accepted by Vossloh in writing.
- 2.2** The prices quoted by Vossloh are net prices and do not include value-added tax. The Principal is required to pay the applicable value-added tax as invoiced.

### 3. Billing, payment & default on the part of the Principal

- 3.1** Unless otherwise specified or agreed in writing, invoices issued by Vossloh shall be paid strictly net by no later than fourteen (14) calendar days after the date of the invoice.
- 3.2** All invoices with regards to carriage services and for brokerage services are issued after the respective services have been rendered and are subject to the provisions of clause 3 of these GT&C. Invoices for rental services shall be issued at the beginning of each rental month for the coming rental month. If any changes to the rental arrangements occur during a rental month that affect the billing, these changes shall be taken into account in the subsequent invoice.
- 3.3** The Principal shall bear any additional and/or ancillary expenses incurred in connection with the services agreed upon unless they are costs for which Vossloh is culpably liable (see clause 5, 6.1.8 and 6.2.6).
- 3.4** Unless otherwise specified, the billing shall be based on the services requested in the order.
- 3.5** Unless otherwise specified, Vossloh reserves the right to provide the contractually agreed services as part performances (e.g. with individual call-off orders). The provision of the respective part performances shall entail the issuance of invoices for part performances, which shall also be paid strictly net by the due dates for payment agreed upon.
- 3.6** Any queries and/or complaints on the part of the Principal concerning invoices shall be submitted in writing within 6 weeks of receiving the invoice.
- 3.7** After lapse of the term for payment during which Vossloh does not receive the entire payment of the invoice, the Principal will be in default regarding its payment obligation. The date of payment shall be the date that Vossloh receives payment. In the event of a default, all outstanding claims owed to Vossloh by the Principal shall become due for payment with immediate effect. In such cases, the Principal shall forfeit his entitlement to claim any reductions and/or discounts granted to him. In such cases, the Principal shall also be liable to pay interest on arrears in the amount of the statutory interest rate for commercial transactions (section 6:119a Dutch Civil Code (wettelijke handelsrente)). Any claims for further damages shall remain unaffected. An amount of € 3.00 (three euros) shall be payable for the issuance of each payment reminder.
- 3.8** Should circumstances become apparent after concluding a Logistic Contract that are apt to significantly reduce the Principal's creditworthiness and/or that jeopardize Vossloh's claim to compensation and/or the payment of rental charges (for example suspension of payment, an application to commence insolvency proceedings or default on payment obligations arising out of other contractual agreements undertaken with Vossloh), Vossloh reserves the right to only provide any services pending or yet to be commissioned against prior payment of the provision or a security. Furthermore, in such instances the Principal shall forfeit his entitlement to claim any reduction and/or discounts granted to him.

**4. Obligation on the part of the Principal and Vossloh to provide information**

The Principal and Vossloh shall duly inform each other in writing of all the material factors known to them that affect the execution of the Logistic Contract.

**5. Liability on the part of Vossloh**

**5.1** Vossloh shall not be liable for damage, unless this has been caused by Vossloh's intent (opzet) or gross negligence (grove schuld).

**5.2** Subject to the limitations of statutory liability and notwithstanding Section 5.1, Vossloh shall only be liable in the event of ordinary negligence (verwijtbaarheid) in the case of losses caused by death, personal injury or damage to health.

**5.3** Vossloh's liability shall be limited to the lower of: (i) EUR 10,000 per occurrence or series of occurrences with one and the same cause of damage or (ii) the contract value of the respective Logistics Contract. Vossloh shall not be liable for any damage which is not a direct foreseeable consequence of a breach, such as, but not limited to, loss of profits or income, delay damage, reputational damage, and other immaterial damage.

**5.4** The Principal must notify Vossloh in writing of the existence and amount of the damage within 6 months of the occurrence thereof. If and to the extent this requirement is not observed, the Principal's claim will be forfeited (verval van recht).

**6. Special provisions**

**6.1 Provisions exclusively for Carriage of Goods Contract**

The following provisions contained in this clause 6.1 apply only to Carriage of Goods Contract pursuant to clause 1.1 of these GT&C. In the event that these provisions conflict with clauses 1 up to and including 5, 6.3, 6.4 and 7 to 15 of these GT&C, the provisions of this clause 6.1 shall prevail within the scope of their application.

**6.1.1 Supplementary application of Dutch Freight Forwarding Conditions**

Supplementary and subordinated to these GT&C as well as any Convention or law mandatory applicable, the latest version of Dutch Fenex Freight Forwarding Conditions (hereinafter FFC) shall also apply to the provision of carriage of goods services. The FFC will be sent to the Principal at first request of the Principal. The FCC can also be found on and downloaded from the internet using the following link: <https://www.fenex.nl/app/uploads/2020/10/NEDERLANDSE-EXPEDITIEVOORWAARDEN-EN.pdf>.

**6.1.2 Quotations**

**6.1.2.1** Unless specifically stipulated otherwise, the binding nature of the quotations issued by Vossloh, particularly with regard to the cost of carriage,

- assumes unimpeded traffic conditions;
- applies only to the goods stated in the quotation;

- applies only up to the freight transport station or transfer point stated in the quotation;

- applies only if Vossloh's consignment note specifications and any other loading and freight-forwarding instructions specified by Vossloh are complied with.

**6.1.2.2** Transport costs quoted in particular do not cover customs formalities, the insurance of goods in transit, demurrage charges or the repair of damaged wagons.

**6.1.3 Ordering deadline**

The standard ordering deadline is 23 days prior to the date of delivery. The following [sur]charges are payable for orders placed after this date:

- For orders placed 7 – 23 days prior to date of delivery: 25 % of the price quoted
- For orders placed 3 – 6 days prior to date of delivery: 50 % of the price quoted
- For orders placed 0 – 2 days prior to date of delivery: 100 % of the price quoted

**6.1.4 Cancellation**

**6.1.4.1** Unless otherwise agreed in the respective Carriage of Goods Contracts or, subordinately, the quotations for transport services or elsewhere in writing, the following cancellation charges shall be payable in the event that a scheduled dispatch or other service is cancelled, depending on the time of cancellation. The cancellation date shall be understood as the date on which Vossloh receives the cancellation in writing.

- Cancellation 7 – 23 business days prior to first day of service: 25 % of the price quoted
- Cancellation 3 – 6 business days prior to first day of service: 50 % of the price quoted
- Cancellation 0 – 2 business days prior to first day of service: 100 % of the price quoted

**6.1.4.2** Extra charges arising from a cancellation or rebooking shall also be borne by the Principal.

**6.1.4.3** If Vossloh subcontracts a carrier, the carrier's (DB Cargo or any other carrier) terms of cancellation shall apply for all trains consigned to the specific subcarrier.

**6.1.5 Wagons**

In respect of freight wagons required for the provision of Carriage of Goods Contracts, these wagons shall either be made available by the Principal or its customer(s) (hereinafter Principal Wagons), or by Vossloh or its subcarrier (hereinafter Carrier Wagons). The use of Principal Wagons by Vossloh is subject to the rules and regulations contained in the General Contract of Use (GCU), latest version. The GCU is incorporated in any contract entered into by or through Vossloh with the Principal relating to the use of Principal Wagons and shall be precedent over the contract and these GT&C in relation to subjects within the scope of the GCU.

### 6.1.5.2 Principal Wagons

**6.1.5.2.1** The Principal shall warrant to Vossloh that only Principal Wagons belonging to wagon keepers that are signatories to the latest version of the GCU will be provided.

**6.1.5.2.2** The Principal shall ensure that the Principal Wagons possess the required approvals, that the Principal Wagons are assigned to an Entity in Charge of Maintenance (hereinafter ECM) and that they are regularly submitted for the required inspections. Principal Wagons that do not have the agreed characteristics may be refused by Vossloh and/or the sub contracted carrier at their sole discretion.

### 6.1.6 Subcontractors

Vossloh, not being an Railway Undertaking (hereinafter RU) itself, will (directly or indirectly) subcontract the carriage of goods by rail to a RU who is licensed to haul trains over the railway lines necessary to perform the contracted carriage.

### 6.1.7 Loading and unloading

**6.1.7.1** The Principal shall be responsible for the loading and unloading of the goods to be carried, including safe lashing and fastening of cargo onto the wagons. The agreed loading or unloading times shall not be exceeded. Should this occur, the Principal shall pay Vossloh the demurrage charges specified in the written quotation, or, if the quotation contains no provision on such charges, appropriate demurrage charges as compensation. If the RU claims demurrage charges or claims additional track charges for the (prolonged) waiting of a train or part of a train to Vossloh, the Principal shall compensate likewise. Any further liability for loss or damage shall remain unaffected.

**6.1.7.2** The Principal shall check that the freight wagons provided are suitable for the transport in question and – particularly in the case of Carrier Wagons – shall inform Vossloh immediately in writing of any unsuitability with respect to the wagon(s).

### 6.1.8 Liability

#### 6.1.8.1 Liability on the part of Vossloh

**6.1.8.1.1** In the event of damages arising from carriage of goods by rail, Vossloh's liability shall be determined by COTIF/CIM 1999 if the carriage was transnational and by book 8 title 18 Dutch Civil Code (DCC) in the event of carriage within the Netherlands.

**6.1.8.1.2** Notifications sent to the Principal concerning regular transit times/timetables for transports shall not be understood as an agreement on a delivery period as referred to in art. 16.1 CIM or art. 8:1564 DCC.

**6.1.8.1.3** Vossloh shall not be liable whatsoever for damages resulting from the loss of or damage to Principal Wagons, unless this loss or damage was caused by gross negligence (grove nalatigheid) or intent (opzet) on the part of Vossloh.

#### 6.1.8.2 Liability on the part of the Principal

The Principal is liable in accordance with the provisions of COTIF/CIM or book 8 title 18 DCC.

## 6.2 Provisions exclusively for Rental Contracts

The following provisions of this clause 6.2 apply exclusively to Rental Contracts pursuant to clause 1.1 of these GT&C. In the event that they contradict clauses 1 to 5, 6.3, 6.4 and 7 to 15 of these GT&C, the provisions of this clause 6.2 shall prevail within the scope of its application.

### 6.2.1 Term of the contract

**6.2.1.1** The period of the Rental Contract shall correspond to the dates given in the written quotation.

**6.2.1.2** Unless stipulated otherwise in the written quotation, the Rental Contract begins on the day that Vossloh delivers the wagons to be rented by Principal (hereinafter Rental Wagons) or on the day that Vossloh makes the Rental Wagons available.

**6.2.1.3** Unless renewed in writing, fixed-term Rental Contracts shall end without notice of termination when the agreed rental term has expired. It shall not be possible to terminate the contract by submission of notice of termination during the fixed rental period. Unless otherwise agreed in the written quotation, either contractual partner may duly terminate open-ended Rental Contracts at the end of a calendar month on three (3) months' notice to be submitted in writing.

### 6.2.2 Rental charge and costs

**6.2.2.1** The amount payable for the rental charge shall be taken from the respective written quotations. In the event of verifiable, unbudgeted cost increases that take effect after the Rental Contract has been concluded, particularly such charges that are the result of Vossloh's compliance with official directives issued by the authorities concerning the Rental Wagons or such charges that arise in connection with the operation and maintenance of the Rental Wagons, Vossloh shall, acting reasonably, be entitled to adjust the rental charge effective from the date of the cost increase.

**6.2.2.2** The obligation to pay the rental charge shall also continue to apply during periods in which the Principal is temporarily unable to use the Rental Wagons because they are, for example, undergoing necessary repair or maintenance work. This does not apply to irregularities caused by Vossloh as a result of gross negligence (grove nalatigheid) or intent (opzet). Clause 6.2.4.2 of these GT&C shall apply in such cases. Should a loss occur during the rental term, the rental charge shall continue to be due until Vossloh has been fully compensated by the Principal. In the event that the time required to repair a Rental Wagon extends beyond the end of the rental term, the obligation to pay the rental charge shall continue to apply after the end of the Rental Contract until the repair work is completed.

**6.2.2.3** In accordance with clause 3.3 of these GT&C, the Principal shall reimburse all the Rental Wagon transport costs associated with the delivering or making available of the Rental Wagon and with the retrieval of the Rental Wagon upon their return at the end of the rental term.

- 6.2.3** Applicability of the GCU
- 6.2.3.1** By signing the Rental Contract and/or using the Rental Wagon, the Principal acknowledges that the provisions in the version of the GCU that was valid when the contract was signed apply to the rental contract concluded with Vossloh irrespective of
- whether the Principal himself is a signatory to the GCU
- or not and
- whether he himself uses the Rental Wagons or hands them over for use by third parties.
- In case of conflict between the GCU und these GT&C the latter shall prevail.
- 6.2.3.2** The Principal shall guarantee Vossloh that the Rental Wagons will only be given to RU that are either signatories to the latest version of the GCU or with which the Principal has made individual contractual agreements that govern the extent to which the GCU shall apply with respect to the rented wagons. The Principal shall guarantee that the RU to which the Principal transfers the Rental Wagon for use complies with the provisions of the GCU.
- 6.2.3.3** Upon request, the Principal shall inform Vossloh in writing who the Rental Wagon have been handed over to and in whose custody the Rental Wagon are or have been during the rental term. Upon providing reasonable grounds, Vossloh reserves the right to deny the Principal permission to hand Rental Wagons over to specific RU's. In the event that Vossloh does not exercise this right, clause 6.2.3.2 of these GT&C shall nevertheless apply unconditionally.
- 6.2.4** Condition of the Rental Wagons
- 6.2.4.1** Vossloh will arrange that Rental Wagons provided by or through Vossloh under the Rental Contract are in a condition that is technically sound and complies with the terms of the contract. The condition agreed upon in the contract shall correspond to the information contained in the respective written quotations. The Principal shall satisfy himself before undertaking to load or use the Rental Wagon that their condition is technically sound and complies with the terms of the contract and that the Rental Wagon are suitable for the contractually agreed purpose. The Principal shall be solely responsible for determining whether the Rental Wagon is suitable for the Principal's intended purpose, particularly with regard to wagon type, configuration and condition. Vossloh shall be immediately notified in writing of any objections of any kind before the loading procedure and/or using the Rental Wagon commences (duty to advise of loss/damage). If an immediate written notification of loss/damage is not submitted, the Rental Wagon shall be deemed to have been accepted as technically sound and in compliance with the terms of the contract. The statutory provisions for hidden irregularities shall apply.
- 6.2.4.2** Vossloh shall, within a reasonable time, arrange to rectify or have a third party rectify the irregularities on the Rental Wagon of which Vossloh has been immediately notified in writing. When rectifying the irregularity, Vossloh reserves the right to choose between repairing the Rental Wagon and providing a replacement wagon. Vossloh shall bear the costs for rectifying the irregularity insofar as the irregularity is attributable to culpable conduct or omission on the part of Vossloh.
- 6.2.4.3** The Principal is not entitled to enforce a rent reduction by reducing the regular rental charge paid by the amount to be deducted. The Principal's right to claim back a portion of the rent deemed excessive on legitimate grounds pursuant to laws on unjustified enrichment shall remain unaffected.
- 6.2.4.4** In the event that the remedial action that Vossloh is obliged to undertake pursuant to clause 6.2.4.2 of these GT&C proves unsuccessful, the Principal is entitled to terminate without cause that part of the rental contract that pertains to the defective Rental Wagon, after having granted Vossloh a reasonable period for remedy.
- 6.2.4.5** The provisions in Chapter IV of the GCU shall apply to irregularities that appear after the Rental Wagons have been handed over. Clauses 6.2.4.3 and 6.2.4.4 of these GT&C shall also apply.
- 6.2.5** Principal's rights and obligations relating to use of Rental Wagons
- 6.2.5.1** Although the Rental Wagons are placed at the Principal's disposal, they are only permitted to be used for the purpose agreed to in the contract and to the extent permitted by law. This shall also apply with regard to the freight they will be carrying. The Principal shall be entitled to use the Rental Wagons internationally unless otherwise agreed in writing. Before using Rental Wagons in crisis regions, however, the Principal shall obtain Vossloh's prior written consent, which Vossloh is entitled to refuse on reasonable grounds.
- 6.2.5.2** The Principal shall carry out repairs in accordance with the provisions in Article 19 of the GCU and in the relevant appendices to the GCU. Notwithstanding Article 19.1 of the GCU, however, the Principal shall without exception obtain Vossloh's prior written consent. Modifications and/or changes to the set-up of the Rental Wagons are also only permitted with Vossloh's prior written consent.
- 6.2.5.3** Loading and unloading of the Rental Wagons shall only be carried out using approved loading equipment that is compatible with the Rental Wagon.
- 6.2.5.4** The Principal shall ensure that the loading guidelines are complied with and that the load is secured.
- 6.2.5.5** The Principal shall return all the Rental Wagons provided in the same condition in which they were provided and bear the cleaning costs. In the event that there is a delay in returning the Rental Wagons, the Principal's obligation to pay the rental charge shall not conclude with the end of the rental contract but instead on the date when the Rental Wagons are actually returned. Any further claims for damages and compensation for loss of use arising from the delay in returning the Rental Wagons shall remain unaffected.
- 6.2.6** Liability
- 6.2.6.1** Liability on the part of Vossloh
- Vossloh's liability as the lessor shall be as defined in clause 5 of these GT&C.
- 6.2.6.2** Liability on the part of the Principal
- 6.2.6.2.1** In the event that Rental Wagons are damaged or lost, the Principal shall fully compensate Vossloh for all damages, including consequential and indirect damages/ losses.

**6.2.6.2.2** The Principal and the third party shall be jointly and severally liable to Vossloh for any damage for which a third party is solely or partly responsible.

**6.2.6.2.3** Furthermore, Vossloh shall also be entitled to claim reimbursement of the actual expenses incurred for any appropriate and necessary legal advice.

**6.2.6.2.4** Compensation for loss of use pursuant to the GCU shall remain unaffected.

**6.2.6.2.5** Furthermore, the Principal shall also indemnify Vossloh against all liabilities payable to and claims from third parties.

**6.2.6.2.6** The Principal shall not be liable, however, if the damage, loss or the damages caused by the Rental Wagons are the result of gross negligence (grove nalatigheid) or intent (opzet) on the part of Vossloh and Vossloh's agents.

### **6.3 Contingency management**

**6.3.1** In the event of an accident, Vossloh undertakes and is entitled to take any measures it deems necessary to avert or mitigate damages.

**6.3.2** The Principal shall provide Vossloh with all the information required for this purpose and also agrees to provide Vossloh with assistance.

**6.3.3** The Principal undertakes to always act in such a way that losses are avoided or minimized.

### **6.4 Export control**

**6.4.1** Vossloh's fulfillment of its contractual obligations shall be subject to (i) the Principal obtaining from the relevant authorities all the export permits, concessions, licenses and any other forms of clearance required for the arrival point and for the intended use of the goods; (ii) Vossloh being duly granted a permit or license at the required time if such a permit or license from a national regulatory or other supervisory authority is required; and/or (iii) there being no legal obstacles owing to national or international laws, in particular foreign trade regulations, export control regulations, customs regulations, embargoes or any other sanctions (Trade Sanctions) impeding the fulfillment of said obligations.

**6.4.2** In the event that Trade Sanctions affecting Vossloh are imposed during the term of the Logistics Contract, Vossloh reserves the right at its own discretion (i) to immediately stop fulfilling the obligations affected by the trade sanctions until such time as Vossloh is able to lawfully fulfill the obligation and/or (ii) terminate the contract without giving any reason, whereupon Vossloh shall be released from its contractual obligations with the exception of the cumulative rights and obligations that continue to apply beyond the end of the contract.

**6.4.3** In the event that Vossloh is delayed in fulfilling its contractual obligations because permits or licenses need to be obtained from national regulatory or other supervisory authorities, the period available to Vossloh in which to fulfill these obligations shall be extended accordingly.

**6.4.4** The Principal hereby declares and certifies that the goods (i) will not be used for activities involving explosive nuclear material or for unsecured nuclear fuel cycle activities; (ii) will not be used for activities linked to the development or manufacture of chemical or biological weapons; and (iii) will

only be used for civil purposes. The Principal also declares and certifies that he will not export or re-export the goods to third-party countries, specifically North Korea (Democratic People's Republic of Korea, DPRK or DPR Korea) and/or to the Crimea region and/or Sevastopol or in connection with these regions.

**6.4.5** If delivering goods provided by Vossloh to a third party, the Principal shall observe all the applicable national and international export and re-export control regulations. For all such deliveries of goods, the Principal shall observe the export and re-export control regulations of the Netherlands, the European Union and, if and to the extent applicable, the United States of America.

**6.4.6** The Principal shall immediately upon request support Vossloh with import of goods into Non-EU States in the necessary and reasonable extent. Additionally, the Principal shall immediately upon request provide Vossloh with an end-user certificate detailing all the information on the end user, arrival point and intended purpose of the goods delivered by Vossloh.

## **7. Force majeure**

Performance hindrances that do not fall within the scope of responsibility of either contracting party („force majeure“, etc.) shall absolve said parties of their performance duties for the duration of the hindrance and to the extent of its impact.

## **8. Subcontracting**

Vossloh is entitled to use third parties (subcontractors) to provide the contractually agreed services.

**9.** [Not applicable]

**10.** [Not applicable]

## **11. Non-assignment**

Claims arising from or in connection with the Logistics Contract are not transferable without Vossloh's prior written consent (section 3:83(2) Dutch Civil Code).

## **12. Offsetting/suspending payment**

It shall not be possible for the Principal to offset or suspend payment on claims made by Vossloh unless (i) the Principal's claim is undisputed by Vossloh, (ii) the claim has been finally legally established or (iii) parties have agreed upon the claim and the offsetting/suspension in writing. Vossloh and any company affiliated with Vossloh shall have the right at all times to offset claims to which the Principal or a company affiliated with the Principal is entitled against claims to which Vossloh or a company affiliated with Vossloh is entitled.



### **13. Confidentiality**

**13.1** Tendered prices, documents concerning contractual negotiations, business and operating secrets and other information designated as confidential shall be treated confidentially. This obligation also applies to any information shared between the parties prior to the execution of a Logistics Contract.

**13.2** The contracting parties are aware that electronic and unencrypted communication is accompanied by security risks. The contracting parties shall waive the right to assert any claims substantiated by a lack of encryption unless encryption was explicitly agreed on in advance and in writing.

### **14. Compliance**

**14.1** The Principal and Vossloh agree to act in accordance with all applicable laws, regulations and guidelines. The Principal undertakes not to perpetrate any actions or omissions that could lead to civil liability, administrative fines or criminal sanctions. The Principal shall take the appropriate measures to prevent any such actions or omissions.

**14.2** In the event of a breach of the above provision, the Principal shall notify Vossloh without undue delay of a breach affecting the cooperation with Vossloh but in any case within 2 business days after becoming aware of such breach, and immediately cease such actions. The Principal shall compensate Vossloh for any and all damages incurred as a consequence and/or Vossloh reserves the right to terminate the individual agreements in writing for cause without observing a period of notice. The Principal shall indemnify Vossloh in full against all claims by third parties and liabilities payable to third parties arising out of a breach of the above obligations on the part of the Principal, the Principal's customers or any of the subcontractors that the Principal uses.

**14.3** Vossloh has a code of conduct in place that is mandatory for all its subsidiaries and employees and available on the Vossloh website. Vossloh shall not be required to implement the compliance rules of the Principal.

### **15. Final Provisions**

#### **15.1 Applicable law**

The Logistic Contract shall only be governed by and construed in accordance with the laws of the Netherlands, with the exception of the conflict of law regulations in International Private Law.

#### **15.2 Place of jurisdiction**

To the extent permitted by law, the competent court of Midden-Nederland, location Utrecht shall have exclusive jurisdiction over all disputes in first instance arising from or in connection with any Logistic Contract.

#### **15.3 Whole or partial invalidation of individual contractual provisions**

Should any provision in these GT&C be or become wholly or partially invalid, or prove to be impracticable, the validity of the remaining provisions of these GT&C shall remain unaffected. The invalid or impracticable provision shall be considered replaced by an effective provision that comes as close as possible in terms of content – also with regard to the financial aspects – to the provision to be replaced.