

Vossloh ETS B.V. General Terms & Conditions for Mobile Rail Services (mobile welding, loading and replacing of rails)

Status: 03/2024

1. General Information & Scope

- 1.1** The provision of our quotations and services is based exclusively on these General Terms and Conditions (GT&C). These GT&C form a component of all contracts that Vossloh ETS B.V. (Vossloh) signs with its contractual partners (Customer(s)) for the provision of mobile welding work as well as the loading and replacement of rails.
- 1.2** Any terms and conditions which differ from, contradict or supplement these GT&C shall not form part of a contract unless explicitly agreed to in writing by Vossloh. Vossloh explicitly rejects applicability of other terms and conditions used by a Customer, unless agreed otherwise.
- 1.3** The Uniforme Administratieve Voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012 (UAV) and the Algemene Leveringsvoorwaarden Installerende Bedrijven (ALIB) shall not apply unless Vossloh has explicitly agreed to their use in writing.
- 1.4** All quotes are non-binding and subject to change unless explicitly indicated otherwise.
- 1.5** A contract has not been entered into until Vossloh has at least issued an order confirmation in text form (e.g. an email) or until Vossloh has actually provided the services.

2. Payment

- 2.1** The amount to be paid for the contractually agreed service shall be in accordance with the prices specified in the quotation, contract and/ or addendum (additionally see Section 6.1.4). The Customer is also required to pay the applicable value-added tax. Where value-added tax has already been indicated in the quotation, contract or addendum, the value-added tax applicable at the time of invoicing shall nevertheless apply.
- 2.2** Prices for unforeseeable additional work shall be calculated according to the actual costs required plus the appropriate surcharges, provided that the additional costs are not attributable to Vossloh. In any case, Vossloh shall be entitled to charge the Customer for additional work in the event that the additional work is caused by the provision of insufficient or inadequate information by the Customer. If Vossloh reasonably foresees that additional costs shall be incurred, Vossloh will contact the Customer without undue delay and inform the Customer accordingly.
- 2.3** Surcharges shall be levied for work carried out at night, on weekends or on public holidays and the Customer hereby agrees to the applicability of these surcharges. The amount of such surcharges shall be specified in detail in the quotation or contract.
- 2.4** Work done at an hourly rate shall be remunerated if explicitly agreed to and indicated as such prior to its commencement. For mobile welding work, Vossloh shall submit daily status reports on the number of hours worked, the work required, the provision of machines, the consumption of materials and other costs (see Section 6.4.1) and for the loading and replacement of rails, Vossloh shall submit a

loading/unloading log. The contractually agreed hourly rates shall apply. In the absence of an explicit agreement, a reasonable remuneration for these works shall apply.

3. Terms of payment

- 3.1** Payments are due at the times specified in the quotation/contract.
- 3.2** Vossloh is entitled to invoice its services in accordance with and upon providing verification of the progress of its work (interim invoice). Payment of interim invoices must be made without delay no later than fourteen (14) calendar days after the date of the interim invoice.
- 3.3** Final invoices must be paid without delay no later than fourteen (14) calendar days after the date of the invoice.
- 3.4** In the event that individual items on an invoice are contested, the payment obligation for the uncontested items shall remain unaffected.
- 3.5** A payment shall only be deemed to have been made after it has been credited to one of the bank accounts specified by Vossloh stating the quotation number or contract number.
- 3.6** If the Customer is in arrears on a payment, interest shall be charged at the statutory interest rate for commercial transactions (section 6:119a Dutch Civil Code) (wettelijke handelsrente).

4. Non-performance of services; defective or inadequate service provision

- 4.1** Any complaints in the case of mobile welding work concerning the proper provision of services shall be reported by the Customer in the daily status report and at the latest in the acceptance report (see Section 6.4.1). In the case of the loading and replacement of rails, complaints shall be reported at the latest in the loading/unloading log (see Section 6.4.3).
- 4.2** In the event that service provision is inadequate, the contractual parties are aware that it may not be possible to provide, repeat or subsequent services immediately after the agreed period of service provision because the track section may no longer be closed or it may not be possible to close the section and/or Vossloh may have to take or has already taken the machinery used to another location.
- 4.3** If Vossloh is responsible for the inadequate service provision, the Customer shall grant Vossloh a reasonable period of grace subject to Section 4.2 that ensures that Vossloh is able to complete the work. This period of grace shall allow for the nature of the unprovided or inadequately provided service, the complexity of its subsequent performance and as many attempts in which to complete the work as is reasonable under the circumstances. Where possible, prior to the commencement of work, Vossloh shall inform the customer as soon as reasonably practicable and in writing of any concerns it has with regard to the manner in which the work is to be carried out (e.g. inadequate safeguarding against accidents and any other safety risks), the quality of the

materials/ components provided by the Customer or the services provided by other parties. Vossloh shall not accept any liability for defects that arise pursuant to these concerns not having been duly redressed.

4.4 If Vossloh delays the commencement of services or is delayed in the completion of services, the Customer can only claim compensation with the object of preserving the contract or grant Vossloh a reasonable period of grace in which to fulfill the terms of the contract and announce an intention to terminate the contract if no action is taken within that period. The Customer's legal rights to compensation remain unaffected. Any further claims on the part of the Customer resulting from inadequate service provision will not be accepted.

4.5 If the results of the services performed are damaged or destroyed wholly or in part before their acceptance as a result of force majeure, war, civil unrest or any other unavoidable circumstances objectively beyond Vossloh's control and service provision is foreseeably interrupted for a prolonged period, Vossloh reserves the right to invoice in accordance with the contractually agreed prices that portion of the service that has been performed and to require reimbursement of the costs already incurred and which are included in the contract prices of the portion of the services not provided. Neither party is obliged to pay the other damages for any other losses incurred.

4.6 To the extent permitted by law, for mobile welding the statute of limitations for claims resulting from the non-performance of services or from defective or inadequate service provision shall be two (2) years for joint welds and one (1) year for insulated joints from the date of acceptance. Any and all other claims resulting from the non-performance of services or from defective or inadequate service provision shall lapse (vervallen) if the Customer has not filed a complaint regarding the services provided within one (1) year after provision of the services, to the extent permitted by law.

4.7 In the case of mobile welding work, the Customer is obliged to accept the work no later than twelve (12) working days after receiving notice of its completion, and in the case of loading and replacement of rails immediately after the end of the shift. If the Customer fails to respond within this period, the work shall be deemed to have been accepted. The work is deemed to have been accepted at the latest when the Customer puts the track section in question into service.

4.8 Vossloh can request the partial acceptance of self-contained track sections.

4.9 The legal statutes of limitation and liability shall remain unaffected in case of intent (opzet) or gross negligence (grove nalatigheid) on the part of Vossloh, its legal representatives or its subcontractors. The same shall also apply in the event of fraudulent intent or damage to life, limb or health.

5. Liability

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 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 Subject and scope of the contract

6.1.1 The subject of the contract is the agreed service, the scope and content of which (service parameters) are specified in the quotation and/or contract.

6.1.2 Vossloh's obligation is limited to the provision of machines belonging to the agreed machine category. In particular, weather conditions, safety considerations, the actual condition of the rails or the quality of the preceding work may hinder or affect service provision.

6.1.3 Insofar as Vossloh offers to perform work shifts of certain duration, the duration of these work shifts shall also include the journey to and from the track section on which services are to be provided subject to the applicable speed limits. Waiting periods shall be considered part of the duration of the work shift. In any event, a shift begins from the time for which the Customer has requested Vossloh's machine(s)/ personnel to be at a specified place, and insofar as the machine(s)/ personnel are present as agreed. Surcharges shall be levied for services provided after the scheduled end of a shift. These surcharges shall be specified in detail in the quotation or contract.

6.1.4 In the event that Vossloh provides services for which there has been no explicit agreement on payment, the usual terms relating to payment and fees shall be deemed to have been agreed on.

6.2 Provision of contractually agreed services

6.2.1 The track section for which services have been commissioned as well as the type and manner of service provision shall be specified in detail in the quotation or contract.

6.2.2 Vossloh reserves the right to choose its employees and the machine in the machine category agreed on. Vossloh is entitled to use third parties (subcontractors) to provide the contractually agreed services. The Customer is not entitled to issue instructions to Vossloh employees and/or to subcontractors used by Vossloh unless required to do so for safety reasons or with Vossloh's prior written consent.

6.2.3 The Customer is hereby informed that Vossloh and/or its subcontractors must comply with the respective applicable labour law regulations and collective labour agreements when providing its services, in particular the regulations on occupational health and safety and on working hours (the Dutch Working Conditions Act (Arbeidsomstandighedenwet)

and the Dutch Working Hours Act (Arbeidstijdenwet)). Consequently, work shifts cannot exceed the legally permissible number of working hours and must be suspended in the event of extreme outside temperatures, for example. Such temperatures shall be understood as impeding Vossloh's ability to provide its services (see Section 4.2).

6.2.4 Vossloh and/or its subcontractors are not obliged to provide services if legal provisions or internal stipulations issued by the authorities responsible for the rail network do not permit the use of the trains or machinery planned for carrying out the contractually agreed work. In such cases, the Customer shall grant Vossloh the opportunity to reschedule its services. Section 6.5.2 shall apply accordingly (see Section 4.2).

6.3 Customer's obligation to cooperate and provide assistance

6.3.1 The Customer is obliged to ensure, free of charge, that all the requirements for providing the contractually agreed service have been met for the track section in question, including, among others, access routes. The Customer shall appoint a contact person with expertise who can give the Vossloh employees and/or subcontractors (as the case may be) the building site induction, be available for coordination purposes during the agreed period of service provision and who is authorized to make binding decisions on behalf of the customer. Among other things, the Customer must:

- provide qualified safety staff for the period of service provision;
- guarantee and procure uninterrupted and unlimited access free of charge to the track section to be machined, mainly by scheduling and organizing operational plans and track closures;
- correctly secure the track section in question against hazards attributable to third parties or external circumstances;
- provide the necessary electricity and water connections specified in the order/contract and/or reasonably needed for the services;
- allow, free of charge, the use or joint use of the required storage, depot and working areas at the work site;
- ensure in the case of mobile welding work that the temperature of the rails complies with the nationally applicable neutral rail temperature required for welding work so that Vossloh can render its contractually agreed services.

Any further cooperation obligations shall be defined in more detail in the quotation/contract.

6.3.2 Free of charge and in a timely manner, the Customer shall provide Vossloh with as much correct, detailed and complete information and documentation required for the provision of the services as the Customer is aware of or made aware of by Vossloh. In particular the Customer shall:

- provide a work schedule and a specific description of the condition and specific local circumstances of the track section for which the work has been commissioned
- point out the local and national regulations that are relevant for working on the track section for which the work has been commissioned (e.g. speed limits on the access routes to the track section for which the work has been commissioned).

6.3.3 If the Customer fails to meet his cooperation obligations to the extent that Vossloh cannot provide the service agreed on and if, having received a reminder and notification threatening termination, the Customer does not meet this obligation before a reasonable deadline set by Vossloh, Vossloh shall be entitled to terminate the contract. Vossloh shall also be entitled to terminate the contract if the Customer defaults on payment obligations. In such cases, Vossloh may invoice any services already provided and fully reserves the right to claim for any losses incurred (including but not limited to costs incurred, planning and resourcing of personnel and loss of profit).

6.4 Daily status reports, acceptance report and loading/unloading log

6.4.1 In order to document the services provided, Vossloh and/or its subcontractors shall draft and submit a daily status report for mobile welding work and a loading/unloading log for the loading and replacement of rails. The report/loading/unloading log shall be checked and countersigned by the Customer's appropriately qualified contact person (see Section 6.3.1).

6.4.2 By signing the daily status report/loading/unloading log, the Customer declares that Vossloh has duly provided the service specified in the report/loading/unloading log and the Customer shall be deemed to have accepted and approved the services in full, unless the Customer expresses reservations in the daily status report/loading/unloading log.

6.4.3 After the work has been completed in the case of mobile welding work and at the end of the shift in the case of loading and replacement of rails, the parties and/or, on behalf of Vossloh, its subcontractors, shall together draft and sign a final acceptance report/final loading/unloading log for documentation purposes. In the case of mobile welding work, the daily status reports compiled (copies), the measurement logs and any other relevant documentation shall be handed over to the Customer together with the final acceptance report. The daily status reports compiled shall be regarded as the final acceptance report in the event that a separate acceptance report has not been prepared (see Section 6.4.1).

6.4.4 Where applicable, the final acceptance report shall be drafted shortly after the notification of completion is submitted and the loading/unloading log shall be drafted shortly after the end of the shift as some of the tracks in sections on which services have been provided will be reopened quickly. By restarting operations on tracks in sections for which services have been commissioned without expressing any reservations, the Customer acknowledges that Vossloh has provided the service correctly without any reservations.

6.5 Service scheduling

6.5.1 The dates and periods for service provision are not binding unless otherwise agreed to in writing by the contracting parties. Service provision periods commence at the earliest once the contracting parties have agreed on the contract and after execution of the contract.

6.5.2 Binding deadlines for service provision shall be extended insofar as the provision of services is impeded:

- by circumstances for which the Customer is responsible;

- by a strike or a lock-out arranged by the employer's professional representation to take place at the Vossloh premises or at the premises of a company working directly for Vossloh (subcontractor);
- by force majeure or any other circumstances beyond Vossloh's control.

Vossloh shall inform the customer of such impediments, and in each case state the cause and consequence of the impediment.

6.5.3 Periods of grace must be granted in writing.

6.6 Loyalty obligations

6.6.1 The contracting parties commit to upholding mutual loyalty.

Specifically, they shall not actively recruit and/or attempt to actively recruit employees from the other contracting party during the term of the contract or within a period of twelve (12) months after the contract has ended (for any reason).

6.7 De-escalation clause

6.7.1 The Customer shall communicate to Vossloh in writing any dissatisfaction with or complaints regarding the proper provision of services without undue delay, but in any case within five (5) business days after any facts or circumstances on which the dissatisfaction or complaint is based, becomes clear or should have become clear to the Customer. The parties shall initially attempt to clarify any differences of opinion at the operational level on site (Customer contact person at the worksite/machine operator or foreman from Vossloh).

6.7.2 If an agreement at the operational level is not possible, the parties' respective commercial representatives shall become involved. Both parties shall actively work towards reaching any commercially reasonable agreement that might be needed to settle any dispute.

6.7.3 If no agreement is reached at the commercial level, the respective management boards shall become involved. These shall also work constructively towards a solution to the dispute. The relevant court (Section 15.2) should only be contacted if agreement at this level also proves impossible.

6.8 Export control

6.8.1 Vossloh's fulfillment of its contractual obligations shall be subject to (i) the timely issuance to Vossloh by the relevant authorities of all the export permits, concessions, licenses and any other forms of clearance required for the arrival point and for the intended use of the machines, and/or (ii) there being no legal obstacles resulting from national or international laws or regulations, in particular foreign trade regulations, export control regulations, customs regulations, embargoes or any other sanctions (hereinafter referred to as Governmental Restrictions) impeding the fulfillment of said obligations.

6.8.2 In the event that Governmental Restrictions affecting Vossloh are imposed during the term of the contract, Vossloh reserves the right at its own discretion to (i) immediately suspend service provision regarding the obligations affected by the Governmental Restrictions until such time as Vossloh is able to lawfully fulfill the obligation and/ or (ii) terminate the contract, thereby releasing Vossloh from its contractual

obligations with the exception of the accrued rights and obligations that continue to apply after termination of the contract.

6.8.3 If 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 to fulfill these obligations shall be extended accordingly. For the avoidance of doubt, Vossloh shall in such a situation not be in breach of the contract in any way and not be liable.

6.8.4 The Customer hereby attests and warrants that the contractual services (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 be used for civil purposes only.

6.8.5 The Customer shall immediately upon request support Vossloh with import and/or export of goods into and/or out of Non-EU States in the necessary and reasonable extent.

7. Force majeure

7.1 The contracting parties' contractual obligations shall be suspended in cases of force majeure, or in cases of incorrect or unpunctual service provision by a subcontractor of Vossloh for which Vossloh is not responsible. Force majeure is understood to be an incident that, despite extreme care being taken to the extent that can reasonably be expected, could not have been foreseen by either contracting party and, insofar as the provision of the contractually agreed service is affected, could not have been avoided specifically through the use of emergency plans and emergency measures. Force majeure may include the following specific incidents: war, riot, civil unrest, terrorist attacks, embargo, explosion, fire, forest fire, flood, severe weather, pandemics, epidemics and internal industrial labour action.

Vossloh is prevented from providing its services for the duration of such occurrences. See Section 4.2. Vossloh shall inform the Customer without delay of its inability to provide a service. In the event that service provision is permanently disrupted or the delay lasts longer than six (6) months, both contracting parties shall be entitled to completely or partially withdraw from the contract. In the event of a withdrawal, the Customer is not obliged to provide consideration. The services that had been provided prior to the force majeure occurring shall be invoiced upon providing verification and paid according to the contract prices. Further, those expenses that Vossloh has already incurred and which are included in the contract prices of the portion of the service not provided shall be paid.

7.2 Any compensation claims made by the Customer in the event of force majeure will not be accepted.

8. Contract period and termination

8.1 The contract ends once the agreed contract period has expired or upon completion of provision of the services and acceptance of the services by the Customer.

- 8.2** The contracting parties may terminate the contract on three (3) months' notice at the end of the calendar quarter, without prejudice to Vossloh's right to claim full payment pursuant to section 7:764 Dutch Civil Code in case the Customer terminates the contract prematurely.
- 8.3** Unless otherwise agreed or provided for by law, notice of termination shall only have effect when furnished in writing.
- 9.** [Not applicable]
- 10.** [Not applicable]
- 11. Non-assignment**
 Claims arising from any contract are not transferable without Vossloh's prior written consent (section 3:83(2) Dutch Civil Code).
- 12. Right to offset / Suspend**
- 12.1** The Customer can only offset claims that are (i) undisputed by Vossloh, (ii) have been finally legally established or (iii) parties have agreed upon in writing.
- 12.2** The Customer is not entitled to suspend (sections 6:52 and/ or 6:262 Dutch Civil Code (opschorting)) any of its obligations towards Vossloh, to the extent permitted by law.
- 13. Confidentiality**
- 13.1** Tendered prices, documents concerning or relating to 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 contract.
- 13.2** The contracting parties are aware that electronic and unencrypted communication is associated with security risks. The contracting parties waive the right to assert any claims substantiated by a lack of encryption unless encryption was explicitly agreed on in advance.
- 14. Compliance**
- 14.1** The Customer and Vossloh agree to act in accordance with all applicable laws and guidelines. The Customer undertakes not to perpetrate – irrespective of the nature of the participation – any actions or omissions that could lead to administrative, civil or criminal sanctions. The Customer is responsible for taking the appropriate measures to prevent any such actions or omissions.
- 14.2** In the event of a breach of the above provision, the Customer shall notify Vossloh without delay (but in any case within 2 business days after becoming aware of such breach) of any such contravention that affects its collaboration with Vossloh and shall end such actions immediately or take measures immediately (as the case may be). The Customer 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 Customer 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 Customer, the Customer's customers or any of the subcontractors that the Customer 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 any additional compliance rules originating from its customers.
- 15. Final provisions**
- 15.1** The 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** To the extent permitted by law, the competent court of Noord-Holland shall have exclusive jurisdiction over all disputes in first instance arising from or in connection with this contract.
- 15.3** 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.