

Vossloh Switch Systems

General Terms & Conditions of Purchase

Status: 05/2026

1 General

1.1 These General Terms and Conditions of Purchasing shall apply to all purchases of goods, software or services ("Products") by Vossloh Switch Systems France S.A. (company name effective as of 1st July 2025) or its relevant Affiliate issuing the Order ("Buyer" or "Vossloh") to the "Seller". Buyer and Seller are collectively referred to as the "Parties." Vossloh hereby accepts to buy and the Seller accepts to design, manufacture, test and supply the Products with the expected quality in accordance with the specifications, in the required quantity and time schedule set out in the Order. "Order" means written instructions from the Buyer concerning the provision of Products. These General Terms and Conditions ("GTC") replace all the terms and conditions previously agreed between Buyer and the Seller.

2 Order

2.1 Orders are governed by, in decreasing order of importance: (i) the terms and conditions of a frame contract or any other applicable contract, (ii) if applicable, Particular Purchasing Terms and Conditions of the Order, (iii) these GTC, enclosed to the Purchase Order, (iv) if applicable, Product specifications issued by Vossloh to Seller in connection with the Purchase Order or the Contract (the "Order").

2.2 A contract is formed when the Seller accepts the Order. This occurs upon the earlier of: (a) Seller notifying Vossloh of its acceptance of the Order; (b) Seller retaining the Order (7) seven calendar days without making written objections thereto, which corresponds to tacit acceptance by the Seller; or (c) Seller beginning work or performance relating to the Order. As long as no confirmation of the Order has been notified to Vossloh by the Seller, Vossloh may decide to cancel the Order. Any modification of the Buyer's Order by the Seller must be done expressly in writing. In this case, the Order shall take effect only once the modifications have been approved in writing by the Buyer. The Parties shall agree in writing and sign on any alterations to the technical or commercial terms of the Order. If the Seller cancels an accepted Order, the Seller shall pay liquidated damages amounting to the price of the Order.

3 General obligations of the Seller

3.1 The Seller shall provide advice and information during execution of the Order. Information, documents, drawings and data shall be supplied in the quantities designated by Vossloh and entirely at the expense of the Seller. The Seller shall have at its disposal all equipment and tools necessary for the performance of the Order and shall assign qualified personnel in sufficient number to ensure performance of the Order within the time schedule.

3.1.1 Products must conform to Vossloh's specifications, laws and regulations as may be applicable in the country of delivery including REACH and ROHS regulations. The Seller agrees to use the applicable technical and quality standards (e.g. ISO 9001, ISO 3834, and ISO 14001, ISO 45001 health and safety certification), and to provide the corresponding measures and documents to the Buyer on request. The Buyer is entitled to verify the quality insurance measures by appointment or to have them verified by third parties engaged by Seller. For each delivery, the Seller shall

provide (i) a certificate and/or tests results that certify the Products supplied comply with the specifications, (ii) guidelines and instructions for use, storage and maintenance under safe and optimal conditions (iii) any and all documents stipulated under the standards, laws and regulations of the country of delivery.

3.1.2 The Seller shall notify the Buyer before making any changes to raw materials, source of raw materials, methods of manufacture, selection of sub-contractors, production or locations involved into the performance of an Order, and shall obtain Buyer's written consent that such changes do not make the use of goods and/or services unsuitable for Buyer before making any such change(s). The Buyer may terminate the Order if the Seller does not agree.

3.1.3 The Seller shall comply with (i) any anti-bribery and anti-corruption law that applies in any jurisdiction in which it may carry out business, (ii) the "Code of Conduct" (the "CoC") of the Buyer (available at [Purchasing | Vossloh AG](#)). The Seller shall not engage, actively or passively, directly or indirectly, in any form of bribery, violation of fundamental rights of its employees or child labour.

3.2 Sustainability

3.2.1 The Seller undertakes to respect regulations relating to the protection of the environment and to implement the necessary action to reduce its impact on the environment, in particular through: the reduction of its consumption of energy and primary resources; the reduction of waste introduced into water, the air or the ground; the elimination of accidental pollution; the reduction of waste generated by its activity and the traceability of its elimination; controlling the impact and emission of substances that are dangerous for the environment and for health. The Seller also undertakes not to use any subcontractors who do not respect these obligations.

3.2.2 Upon request by the Buyer, the Seller undertakes to evaluate its performance in terms of the environment, ethics, human rights and sustainable purchasing. This can involve provide environmental impact assessment of Products.

3.2.3 Within the framework of the steps taken by the Buyer to evaluate sustainable development, the latter reserves the right to evaluate or audit (onsite or remotely) actions implemented by the Seller, who agrees to be evaluated and undertakes to place at the disposal of the Buyer all the information, resources and means which may be required.

3.2.4 The Seller undertakes to consider recommendations made following such evaluations. The Seller shall, without undue delay, (i) report to the Buyer in writing any identified risks for and violations of the principles outlined in CoC and, (ii) take required actions to ensure compliance and/or improvement.

3.3 Subcontracting / Assignment

3.3.1 The Seller shall not assign or transfer all or any portion of the Order, nor shall he assign any amounts due or to become due or any claim arising out of or in connection with this Order without the prior consent of the Buyer.

3.3.2 In the event subcontracting is authorized by Vossloh, the Buyer shall have the right to audit and monitor subcontractor performance, including access to their premises, processes, and relevant records, with reasonable

notice.

4 Prices

4.1 The purchase price of the Products is set forth on the face of the Order. Unless otherwise stated in the Order, the purchase price is a firm fixed and irrevocable price for the duration of the Order, and not subject to increase for any reason (if not, an escalation formula must be specified in the Order). Unless otherwise stated in the Order, price is inclusive of all federal, state and local taxes (except VAT), and any duties, customs, tariffs, and government-imposed surcharges, and includes all storage, handling, packaging, shipping, delivery and all other expenses and charges of the Seller.

4.2 All invoices shall be sent to the address of the Buyer mentioned in the Order. A separate invoice must be prepared for each Order and all invoices must indicate the Order number, a precise description of the Product, and the number and date of the related delivery slip. Any invoice not properly issued in accordance with these conditions shall be returned to the Seller immediately and Vossloh may withhold payment until such time as it receives an invoice that is properly issued. The Buyer may deduct the current or future amounts owed to the Seller from all amounts eventually due by the Seller to the Buyer.

4.3 For all purchases, invoices are issued by the Seller, after full delivery of the products and/or full performance of the services. Unless otherwise agreed between the Parties, payment is made by transfer to the account of the Seller within sixty (60) days from the date indicated on the invoice, unless mandatory statutory or regulatory provisions impose a shorter maximum payment period or otherwise agreed between the Parties. In the event of late payment, the late payment interests rate shall be defined by the applicable law specified in the Order.

4.4 In the event of defective deliveries, Buyer is entitled to withhold payment proportionally until proper performance. Where a guarantee deduction is stipulated in the Order, it shall only be released after the completion by the Seller of any reservation issued by the Buyer. The payment date has no effect on the beginning of the warranty period and represents neither unrestricted acceptance of the item delivered nor a waiver of potential warranty claims.

5 Delivery

5.1 Unless otherwise agreed, the delivery of Products must be made by the Seller, delivered duty paid (DDP according to INCOTERMS 2020) to the address, date and time indicated by the Buyer in the Order, and at the Seller's expense. The Buyer reserves the right to reject all Products delivered in advance or after the date mentioned in the Order. In any event, if an advance delivery is accepted, only the contractual delivery date shall be taken into account to calculate the due date of payment of the invoice.

5.2 Any delay in delivery will authorize the Buyer to apply liquidated damages of at least one percent (1 %) of the delayed total Order amount per calendar day of delay and the total amount of liquidated damages for delay shall not exceed fifteen percent (15 %) of the total Order amount

(including transport costs if paid by the Seller). Should the above-mentioned cap have been reached, the Buyer shall be entitled to terminate the Order immediately and ask for the allocation of compensation according to the effective damage suffered, from which any penalties already paid shall be deducted. The liquidated damages for delay in delivery shall not be considered as a sole remedy or satisfaction of the Seller's liability for non-compliance in the performance of the Order. The Seller is responsible for any damages that he or his transporter cause to the Products or to the property of the Buyer during delivery. If the Seller, for any reason, does not comply with the schedule, the Buyer may, at its sole discretion, (i) approve a revised delivery schedule; (ii) require expedited shipment; (iii) cancel the Order, procure replacement Product from a third-party, and charge the costs resulting therefrom to the Seller.

5.3 Except for cases of duly justified force majeure, the Seller shall remain fully liable in case of late delivery. If a delivery date or period is not adhered to for reasons beyond the Seller's control (e.g. force majeure, industrial action or labor dispute), Vossloh can, at its discretion and without entitling the Seller to any separate claims, either insist on the performance of the Seller's delivery obligations at a later date, or else rescind the contract upon expiry of a reasonable extension period.

5.4 In the event of delay in supplying the documentation (including F.A.T (Factory Acceptance Test) if necessary) on the scheduled date, the Seller shall incur liquidated damages amounting to five hundred Euros (€ 500) per delayed document and per week.

6 Transfer of title and risks

6.1 Transfer of risks

Unless otherwise specified in the Order, Products will be delivered DDP as defined by the ICC INCOTERMS 2020 to Vossloh or the production or any other site as directed by Vossloh. Seller will properly pack, mark and ship the Products and provide related documentation according to the requirements of Vossloh, the involved carriers and the country of destination and will safeguard and insure the Products against any loss or damages. No charges will be allowed for boxing, wrapping, cartage, or storage unless specified in the Order. Seller shall provide Vossloh with a delivery slip stating the Order's number, the description and quantity of the Product delivered. Seller will also furnish documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. The Seller acknowledges that it shall be insured accordingly.

6.2 Transfer of title

6.2.1 Ownership of the Products of the Order shall be passed from Seller to Vossloh at the date and time of delivery and acceptance of the Products at the Buyer's delivery address as set forth in the Order. The Seller shall not invoke any retention of title against the Buyer. The Seller shall ensure that its subcontractors shall not enforce any retention of title clause on the parts of the Products they provided.

6.2.2 All tools, molds, dies, and equipment provided or paid for by Vossloh shall remain the exclusive property of Vossloh

and shall be clearly marked as such. They shall not be used for any other customer, and must be returned upon demand.

7 Warranty

7.1 The Seller warrants that all Products delivered by the Seller: (i) have been manufactured, stored and transported in accordance with all laws and regulations applicable in the country of manufacture, storage and transit, in particular those regarding health, safety, environment and labor laws, and that they comply with the laws and regulations applicable in the country of delivery, (ii) are fit for the intended use and meet the specifications set forth in the Order, (iii) are merchantable, free from defects in material or workmanship and do not contain any design, manufacturing or operating defect or non-conformity. Seller warrants that the Products will not materially fail to operate according to their specifications during twenty-four (24) months after the delivery.

7.2 This warranty is in addition to any and all other product warranties and representations set forth with respect to such Products and services, and shall supersede any disclaimer or notice that attempts to limit such warranty. The Seller, and its successors, assigns, agrees to defend, indemnify and save harmless Vossloh and its successors, from an against any and all damages, claims, suits, judgments, costs and expenses whatsoever by reason of infringement or alleged infringement of intellectual property rights including, without limitation, patents, trademarks, and against claims for patent royalties, involved as a consequence of the purchase or use of the Products.

7.3 Defective Products

7.3.1 In the event of non-conformity of Products delivered with the Order and specifications, Vossloh shall inform the Seller of such non-conformity within thirty (30) calendar days from receipt of the Products. Vossloh shall be entitled to reject any Products which are not in conformity with requirements or specifications set forth in the Order, or not merchantable, unfit for the intended use or purpose, and/or are otherwise defective or in breach of Seller's warranty (all referred to as "Defective Products"), and (i) return the Defective Products for a refund or credit of the full Order price, including reimbursement for return transportation cost, and/or (ii) require Seller to replace or repair the Defective Products; and/or (iii) ask for the reimbursement of all expenses incurred to remedy the defect, including the purchase of substitute or functionally equivalent products.

7.3.2 If any Products or their parts and components are defective or otherwise appear not in conformity, Vossloh may notify Seller by sending a Non-Conformity Report. The Seller must then acknowledge it within forty-eight (48) open hours and deliver a detailed root cause analysis within ten (10) calendar days after receipt of the claim. Should the Seller fail to submit such analysis within the prescribed time-limit, Vossloh claim will automatically be deemed accepted. Promptly upon receiving a Non-Conformity Report, the Seller will develop, document and implement all curative, corrective and preventive actions in accordance with all applicable quality control policies and standards of Vossloh (such as 8D methodology).

7.3.3 In the event of non-compliance of the Products (quantity or type) with the Order, the Seller shall pay liquidated damages to the Buyer. They shall be based on one of the following: the penalties should correspond to the actual costs incurred by the Buyer: (a) costs related to the sorting of non-conforming Products, (b) costs related to the retouching of non-conforming Products, (c) costs related to the uninstallation of non-conforming Products on site, in the event the Buyer only notices the non-conforming products at the time of installation. These liquidated damages may be paid independently of those provided for in clause 5.

8 Liability and Insurance

8.1 Liability

8.1.1 The Seller must fully compensate the Buyer and its Affiliates in case of breach or failure of the Order resulting from an action or omission of the Seller, his agents, representatives or sub-contractors, leading to damages or losses for the Buyer. Seller shall compensate all actions, costs, claims and liabilities resulting from the breach or failure. Seller is liable for any consequential, immaterial, special or indirect damages and any loss of profits or revenue.

8.1.2 Also, the Seller shall indemnify Vossloh against third-party claims for damages to the extent that the cause of such loss or damage is attributed to a circumstance within the Seller's control / organization, and insofar as the Seller is liable with respect to third parties. In such situation, promptly on Vossloh's request, Seller shall accept the defense of Vossloh, to pay all such losses, liabilities, damages, costs and expenses, including, without limitation, reasonable attorneys' fees for any claim or settlement relating thereto.

8.2 Insurance

The Seller shall maintain a product liability insurance policy with lump-sum coverage covering at least 2 million euros, for each personal injury or property damages claim for the duration of the Order, i.e. until expiry of the limitation period for defects. Insofar as Vossloh's entitled to any further claims for compensation, these shall remain unaffected.

9 Buyer's documents and Intellectual Property rights

9.1 Buyer reserves title to all industrial property rights and copyright to all documents physically or electronically transmitted to Seller. Buyer retains title to all drawings, standards, guidelines, analysis methods, formulas and other documents transmitted to the Seller for the manufacture of the Products to be delivered. Buyer's documents are also covered by the requirements set forth in Section 10. Such documents may be used and copied by Seller only for Buyer's contractually stipulated purposes. Other requirements apply only with written consent of Buyer.

9.2 On request, all copies and reproductions that are necessary for the performance of the Order or are no longer required under statutory retention obligations must be immediately returned to Buyer and/or - in the case of electronic documents - deleted by the Seller, not later than

at the time of completion of the Order.

9.3 The Seller expressly undertakes not to disclose all or part of the Buyer's know-how to any third-party whatsoever.

9.4 When an Order relates to the performance of an intellectual service, Buyer becomes the sole owner of the deliverables. For this purpose, the Seller assigns on an exclusively basis all the intellectual property rights relating to the deliverables, on an ongoing basis as produced for the duration of protection of the corresponding intellectual property rights. The rights assigned include the right of use, reproduction, adaptation, representation and commercialization.

9.5 The Seller warrants that (i) it has all intellectual property rights of the Products and, (ii) the Products do not contravene or infringe third-parties rights. The Seller shall indemnify the Buyer for any claim, loss, damage, cost, charge or expense arising out of or linked to the infringement or alleged infringement of any third-party intellectual property rights relating to the Products.

10 Confidentiality and Data Protection

10.1 All technical, commercial and financial data to which the Parties have access during the execution of the Order (hereinafter "Confidential Information") are confidential. The receiving party shall not disclose confidential information to a third party and shall not use confidential information for any other purpose than specified in this Contract as agreed by the Parties. Confidential information shall be protected and kept confidential by the receiving Party at least with the same degree of care as the receiving Party uses to protect and keep its own Confidential Information. This also applies in the event that no contract between Vossloh and the Seller comes into effect. With its employees whose involvement are essential to the Seller's operations, and with its subcontractors if applicable, the Seller shall have obtained the necessary secrecy, confidentiality and non-disclosure undertakings at least as stringent as the terms of these GTC from such employees and subcontractors, prior to such disclosure or such giving access to respect this confidentiality obligation. To the extent that the Seller involves a subcontractor, any disclosure of the data shall require Vossloh's prior written consent. This section 10.1 shall remain applicable even after termination of this Order.

10.2 The 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.

10.3 As part of the performance of this Order, the Buyer may process personal data of employees of the Seller. Such data is processed in accordance with our privacy policy. The Seller undertakes to inform its employees that they can exercise a right to access, to rectify, to oppose by writing to gdpr.fr@vossloh.com.

11 Termination

11.1 Vossloh may terminate any Order in whole or in part by written notice ("Termination Notice") to the Seller: (i) for default, or in case of a force majeure event lasting during

more thirty (30) calendar days, effective at the date indicated on the Termination Notice sent by the Buyer, or upon such other date specified in said Termination Notice; or (ii) for convenience, at any time prior to shipment of the Products by Seller. In this case, Seller shall immediately cease all work under this Order.

11.2 In the event of termination of the Order due to a breach of the Seller, Vossloh may have the Order fulfilled by a third-party at the Seller's expenses. Furthermore, any expense, including recovery expenses, extra costs and penalties sustained by the Buyer for a breach of the Seller, shall be charged to the Seller or deducted from the amount that would be due by the Buyer. The latter does not prevent Vossloh to recourse to any other rights and remedies provided by law. If Products are specifically designed and produced for Vossloh, Vossloh shall, within ninety (90) calendar days after Termination Notice, purchase all parts and materials already manufactured, including all work in process.

11.3 Seller shall be in default if (i) Seller breaches any warranty; (ii) Seller repudiates, breaches or threatens to breach any of the terms of the Order; (iii) Seller fails to deliver, or threatens not to deliver, Products in connection with an Order; (iv) Seller fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper performance of the Order; (v) Seller becomes insolvent or makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller; (vi) Seller sells all or substantially all of its assets to a third party; (vii) Seller undergoes a change of control which, in Vossloh's sole discretion, is detrimental to the interests of Vossloh; (viii) Seller needs accommodations from Vossloh, financial or otherwise, in order to meet its obligations under the Order.

12 Final Provisions

12.1 The Order shall be construed and enforced in accordance with the governing laws of the country where the Buyer is incorporated, without giving effect to its conflict of law rules. The parties expressly waive the application of the United Nations Convention on International Contracts for the Sale of Goods concluded in Vienna on April 11, 1980.

12.2 Disputes shall be exclusively submitted to the Court having jurisdiction over the head office of the Buyer.

12.3 The invalidity or unenforceability of any particular provision of these GTC shall not affect the other provisions hereof, and these GTC shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12.4 The Parties agree that the Order may be executed and delivered by electronic signatures and that the signatures appearing on this Order are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, if authorized by local law. Each Party ensures that the use of electronic signatures is in conformance with local laws and regulations.