

General Terms and Conditions of Sale and Delivery of ANNAX GmbH

(Version April 2024)

I. Validity of the General Terms and Conditions of Sale and Delivery of ANNAX GmbH

1. unless otherwise agreed, contracts with us, ANNAX GmbH, Eugen-Sänger-Ring 15, 85649 Brunnthal, shall be concluded exclusively in accordance with these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTCSD"); by placing the order, the Customer declares his agreement with our GTCSD. Conflicting or deviating general terms and conditions of the customer shall only be binding for us if we have expressly recognised them in writing. Our GTCSD shall also apply if we carry out our delivery or service without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

2 Our GTCSD apply to all our deliveries and services as well as to all obligations resulting from a contractual relationship with the customer. Our GTCSD also apply to entrepreneurs and legal entities under public law for all future contracts for deliveries and services.

II Offers and conclusion of contract

1. our offers are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period.

2. a contract with us is concluded either by our written order confirmation of an order of the customer, by unconditional acceptance of our binding offer by the customer or with the start of the execution of the delivery or service by us. Agreements of the customer with representatives and agents require our written confirmation in any case.

3. we reserve ownership, copyrights and industrial property rights to all data, documents, drawings, illustrations, calculations, brochures, catalogues, models, tools and aids made available to the customer by us. The customer may not make these objects and their contents or the data accessible to third parties or utilise them (e.g. make them public, use or reproduce them himself or through third parties outside the performance of the contract) without our express consent. At our request, he must return these items and data to us in full at his own expense and destroy any copies made if they are no longer required by him in the ordinary course of business or if a contract is not concluded.

III. Scope of our obligation to deliver and perform

1. our written order confirmation or our unconditionally accepted offer or, if the deliveries and services are carried out without a written order having been placed, the latest status of our offer, in each case including these GTCSD, shall be decisive for the scope of our obligation to perform. Supplements, amendments and ancillary agreements as well as quality agreements or the assumption of guarantees require an express written agreement to be effective.

2. unless otherwise expressly agreed in writing, the delivery item or service shall only fulfil the requirements expressly agreed in writing in the contract. The agreement of such requirements shall only constitute an assumption of guarantee if we expressly declare in writing that we wish to assume liability for them regardless of fault or if it is expressly designated as a "guarantee".

3. we reserve the right to make technical and design deviations from descriptions and information in our brochures, catalogues or similar sales documents as well as on our website and to exchange delivery items or parts thereof for technically equivalent or better ones without the customer being able to derive any rights against us from this. Such descriptions and information as well as advertising statements (including those of third parties) do not include any warranty declarations.

4. if, after conclusion of the contract, requirements for the execution of our deliveries or services change over which we have no influence (e.g. changes to technical standards or requirements of the authorities) and which lead to additional costs for us, we shall only be obliged to implement the new requirements if we have agreed a corresponding price adjustment with the customer.

5 We are entitled without restriction to involve third parties in the fulfilment of the contract. This shall not affect our continuing responsibility for the fulfilment of contractually owed services.

6 We shall only owe advice if this has been assumed by us as a primary contractual obligation.

7. unless expressly agreed otherwise, further and new developments of software (updates and upgrades) are not included in the scope of delivery of software. Software is provided to the customer in the form of object code, unless otherwise expressly agreed by way of exception. Software used by us to create the delivered software (e.g. software tools) shall not be provided to the customer.

We are exclusively entitled to work results, e.g. software, that are subject to protection and copyright. Subject to expressly deviating contractual provisions, we grant the customer a simple right of use. Insofar as work results were not developed by us, we shall merely broker a contract with the third party.

IV. Obligations of the customer to co-operate

1. the customer must inform us in full and in good time of all facts relevant to the performance of the contract. We are not obliged to check data, information or services provided by the customer for completeness and correctness, unless there is a specific reason to do so, taking into account the circumstances of the individual case, or if the obligation to check has been expressly assumed in writing as a contractual obligation. If the customer's information or documents prove to be incorrect, incomplete, ambiguous or objectively not executable, the customer shall make the necessary corrections and/or additions immediately after being notified by us. The customer shall immediately rectify or have rectified any defects or malfunctions of components provided by us.

2. if we work outside our business premises, the customer shall be responsible for all measures necessary for the fulfilment of traffic safety obligations, unless the nature of the matter or an agreement with the customer provides otherwise. We are entitled to refuse to perform our delivery or service as long as the necessary measures are not taken.

V. Delivery/service deadlines and dates

1. deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed deadline or a fixed date has been expressly agreed in writing.

2. the deadline shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the time it expires, unless otherwise agreed in writing.

3. we shall not be liable for impossibility of performance or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, epidemics/pandemics, difficulties in obtaining the necessary official permits, official measures or the failure of suppliers to

deliver or to deliver correctly or on time) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration to us.

4. deadlines shall only commence from the complete fulfilment of all acts of cooperation owed by the customer and, if applicable, from receipt of an agreed down payment. Delivery and performance deadlines shall be extended - without prejudice to our rights arising from the customer's default - by the period in which the customer fails to fulfil its contractual obligations towards us. Subsequent requests for changes or delayed co-operation on the part of the customer shall extend the agreed delivery or performance deadlines by a reasonable period of time.

5. if dispatch or the performance of any other service (e.g. training) is delayed at the request or due to the behaviour of the customer, we shall be entitled to claim our resulting damages (e.g. idle time, storage costs); for storage in our factory, we shall be entitled to charge at least 0.5% of the invoice amount for each month. We reserve the right to claim and prove higher or lower storage costs.

6. if we are in default for reasons for which we are responsible or if our obligation to perform is excluded for reasons for which we are responsible due to impossibility in accordance with § 275 para. 1 BGB or if we can refuse performance in accordance with § 275 para. 2 and 3 BGB, we shall be liable exclusively in accordance with the statutory provisions, subject to the limitations of liability in Section X. of these Terms and Conditions, which shall remain unaffected.

7 The above provisions shall apply accordingly to delivery or completion dates.

VI Prices and terms of payment

1. the prices apply to the scope of services and delivery listed in the offers or order confirmations. Additional or special services shall be invoiced separately. All prices

are ex works Brunenthal including packaging, plus statutory VAT. In the case of export deliveries and express written agreement, the corresponding regulations in accordance with INCOTERMS in the version current at the time of conclusion of the contract shall apply. Insofar as these INCOTERMS contain provisions that deviate from these GCSO, the provisions of the INCOTERMS shall take precedence.

2. due to possible fluctuations in the purchase prices of electronic components, we reserve the right to adjust the agreed prices for deliveries and services that contain or are dependent on electronic components, provided this is objectively justified. The price adjustment shall take into account verifiable cost increases which have a direct effect on the manufacture or delivery or service and which have occurred after conclusion of the contract. We undertake to specify the reason for and scope of the price adjustment to the customer in a manner that is comprehensible to the customer.

3. invoice amounts are to be paid within 30 calendar days of the invoice date without any deductions, unless otherwise agreed in writing. The date of receipt by us shall be decisive for the date of payment.

4. if the customer does not pay by the due date, interest shall be charged on the outstanding amounts from the due date at 8 percentage points above the base interest rate in accordance with § 247 BGB. The right to claim higher interest and further damages in the event of default shall remain unaffected.

5. the customer shall only be entitled to offset our payment claims if the counterclaim is undisputed or has been recognised by declaratory judgement. The same applies to the customer's rights of retention. If we are entitled to several claims against the customer, we shall determine against which claim payments shall be offset.

6. we shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which appear to jeopardise the payment of our outstanding claims by the customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

VII Retention of title

1. our delivery items shall remain our property until full payment of the delivery price including all ancillary claims.

VIII. Transfer of risk, place of fulfilment

1. all risk shall pass to the customer when the delivery leaves our works or is made available to the customer beforehand by notification of readiness for dispatch, unless expressly agreed otherwise in writing.

2. we are not obliged to take out insurance against damage of any kind. We shall only take out insurance against theft, breakage, transport, fire and water damage or other insurable risks at the customer's express request and expense.

3. place of fulfilment for all deliveries and services is Brunenthal

IX. Liability for defects

1. the delivered items must be carefully inspected immediately after delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects which would have been recognisable during an immediate, careful inspection, they shall be deemed to have been approved by the customer if we do not receive a written notice of defects including suitable documentation (e.g. by means of photographs) within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the customer if we do not receive the written notice of defects within seven working days of the time at which the defect became apparent. If the defect was already recognisable to the customer at an earlier point in time when the goods were used in accordance with the contract, this earlier point in time shall, however, be decisive for the start of the notification period.

2. the customer must first give us the opportunity for subsequent fulfilment, unless subsequent fulfilment is unreasonable for the customer in individual cases or there are special circumstances which justify immediate withdrawal from the contract after weighing up the interests of both parties. We shall in any case be entitled to choose between rectification of the defect or delivery of a defect-free item. At our request, a defective delivery item must be returned to us. The customer shall bear the expenses necessary for the purpose of subsequent fulfilment insofar as they are increased by the fact that the deliveries or services are taken to a place other than the customer's place of business, unless the transfer

corresponds to their intended use. In the event of an infringement of industrial property rights or copyrights, we shall be entitled, at our discretion, to obtain a corresponding right of use or to modify the delivery item in such a way that it no longer infringes the industrial property right concerned, or to replace it with a similar item that no longer infringes the industrial property right.

3. in the event of failure, impossibility, unreasonableness, refusal or unreasonable delay in subsequent fulfilment, the customer may assert the other statutory claims for defects (withdrawal, reduction, self-remedy, damages or reimbursement of futile expenses). Claims for damages shall exist exclusively in accordance with Section X. of these GCSD.

4. in the event of an unjustified notification of defects, we reserve the right, without prejudice to our further claims, to invoice the expenses for dispatch, for inspection and - if requested - for rectification of the defect.

5. in the event of defects in components from other manufacturers which we are unable to rectify for licence law or factual reasons, we shall, at our discretion, assert our warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against us for such defects shall only exist under the other conditions and in accordance with these GTSD if the legal enforcement of the aforementioned claims against the manufacturer and supplier was ultimately unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the customer's relevant warranty claims against us shall be suspended.

6. the customer's rights in the event of defects shall lapse if the customer modifies the delivery item or has it modified by a third party without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification. Furthermore, claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, replacement materials, defective third-party parts (e.g. main system, accessories) or due to special external influences which are not assumed under the contract, unless the defects are attributable to our fault.

7. any delivery of used items agreed with the customer in individual cases shall be made to the exclusion of any warranty for material defects, unless the defects have been fraudulently concealed by us or a guarantee has been given.

X. Liability for damages, limitation of liability

1. our liability for damages, regardless of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action (in particular §§ 823 ff. BGB including any recourse claims pursuant to § 840 BGB, § 5 ProdHaftG in conjunction with § 426 BGB). § 426 BGB) shall be limited in accordance with this Section X. insofar as fault is involved.

2. we shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are those contractual obligations whose fulfilment is essential for the proper execution of the respective contract and on whose compliance the contractual partner regularly relies and may rely. These include, for example, the obligation to deliver on time and to ensure that the goods are free from defects that impair their functionality or usability to a more than insignificant extent.

3. insofar as we are liable for damages on the merits in accordance with Section X. 2, this liability is limited to damages that were foreseeable and typical at the time the contract was concluded as a possible consequence of a breach of contract. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

4. in the event of liability for simple negligence, our obligation to pay compensation for material damage and resulting further financial losses shall be limited to 30 % of the price for the ordered scope of delivery and services (including any changes due to amendment contracts and supplements, but excluding VAT), even if it is a breach of material contractual obligations.

5. the above exclusions and limitations of liability shall apply to the same extent in favour of the executive bodies, legal representatives, employees and our other vicarious agents.

6 Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this is done free of charge and to the exclusion of any liability.

7 The limitations of this Clause X. shall not apply to our liability for intentional and grossly negligent behaviour, for guaranteed characteristics, for injury to life, body or health or for liability in accordance with §§ 1, 4 of the Product Liability Act.

XI. Statute of limitations

1. the limitation period for claims and rights due to defects in deliveries and services - irrespective of the legal grounds - shall be two years from the date specified in Section XI.4. However, this shall not apply in the cases of § 438 para. 1 no. 1,2 BGB, § 478 para. 1 BGB and § 634 a para. 1 no. 2 BGB.

2. the limitation periods according to section XI.1. shall also apply to all claims of the customer against us for breach of duty, irrespective of the legal basis of the claim.

3. the limitation periods according to section XI. 1 and 2 shall not apply in the case of

a) intent or fraudulent concealment of a defect or insofar as we have assumed a guarantee for the quality of the delivery item or service.

b) of claims for damages in the event of a grossly negligent breach of duty,

c) culpable breaches of material contractual obligations which do not consist of the delivery of a defective item or the provision of a defective work performance

d) culpably caused injury to life, limb or health or in the case of claims under the Product Liability Act.

The limitation period for claims for damages shall also apply to the reimbursement of futile expenses.

4. the limitation period for all claims shall commence upon delivery, in the case of work performance upon acceptance. If no delivery or acceptance takes place, it shall commence with the provision of the service.

5. unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of limitation periods shall remain unaffected.

6 The above provisions shall apply accordingly to claims for damages that are not related to a defect.

7. a change in the burden of proof to the detriment of the customer is not associated with the above provisions.

XII Protection of personal data and other data from the business relationship

1. we process personal data in accordance with the applicable data protection regulations. This includes in particular the EU General Data Protection Regulation (GDPR).

2. for its part, the customer undertakes to comply with the applicable data protection regulations in order to ensure the protection of the customer's personal data. If the customer transfers personal data to a third country (i.e. a country that is not a member of the EU or the EEA), the customer must ensure an adequate level of data protection (if necessary by concluding standard contractual clauses for third country transfers). If the customer's registered office is located in an unsafe third country (i.e. a country that is not a member of the EU or the EEA and for which there is no applicable adequacy decision by the EU Commission within the meaning of Art. 45 para. 3 GDPR), the customer is obliged to conclude standard contractual clauses on third country transfers with the purchaser.

3. all order-related data transmitted to the customer by the purchaser must be protected by the customer against unauthorised access by third parties in accordance with the current state of the art.

XIII Legally compliant behaviour, foreign trade law, Code of Conduct

1. legally compliant behaviour is the basis for a trusting cooperation within the framework of the business relationship with the customer. The customer shall ensure that its own conduct and that of its legal representatives and employees complies with the law at all times and, in particular, shall take appropriate organisational precautions to prevent violations of applicable law and to put an immediate stop to any violations identified.

2 The customer also undertakes towards us to comply with the relevant national and international regulations and measures for export and war weapons control, in particular country embargoes. This also applies to compliance with US export control regulations, which have extraterritorial effect and can also have a direct effect on

foreign companies or persons. In the event of a recognised violation, the customer shall inform us immediately.

3. the customer undertakes to comply with the "*Code of Conduct and Ethics*" applicable within the Wabtec Group, which can be accessed via the following link:

<https://ir.wabteccorp.com/static-files/fe76c10c-8311-4f5d-94d6-4ae16fbe98ff#:~:text=Wabtec%20is%20committed%20to%20bas-ing,%2C%20quality%2C%20reliability%20and%20service.4>

We would like to point out that we are entitled to terminate a contract for good cause under the conditions of § 314 BGB if a breach of the obligations contained in Section XIII. 1. to 3. occurs.

XIV Secrecy

1. the contracting parties are obliged not to disclose to third parties any confidential information (including business secrets) which they learn about the other party in connection with a contract. Confidential information is information that is labelled as confidential or whose confidentiality arises from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. Confidential information in the above sense does not include information a) which was public knowledge or known to the other party at the time of transmission or which subsequently became public knowledge without breach of law by the other party, b) which was made available to the other party without breach of law by third parties or c) which the other party developed itself without using confidential information.

2 The reciprocal confidentiality obligation pursuant to Section XIV. 1. shall not apply if one party is obliged to disclose the confidential information by law or on the basis of a final or legally binding decision by an authority or court. The party obliged to disclose shall immediately inform the other party of its obligation to disclose.

3. if one of the parties breaches its obligations under Clause XIV. 1, it shall owe a contractual penalty in the amount of 10,000 euros, unless it is not responsible for the breach of duty. Further claims of the parties remain unaffected by this.

XV Applicable law and place of jurisdiction

1. the law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the

customer and us. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

2. the exclusive place of jurisdiction for all claims against merchants, legal entities under public law and special funds under public law arising from the business relationship shall be our registered office. This also applies to claims arising from tort law and third-party notices. However, we are also entitled to sue the customer before any other court that has legal jurisdiction.

3. in the case of cross-border deliveries and services, our registered office shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship (Art. 25 Regulation (EU) 1215/2012). However, we reserve the right to sue the customer at his general place of jurisdiction or to call upon any other court that is competent according to Regulation (EU) 1215/2012.

XVI Final provisions

1. should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.

2. amendments and additions to this contract must be made in writing.

3. the sole binding language of these GTCSD is German. In the event of contradictions with any translations, the German version shall prevail.

Brunnthal, as at: July 2024