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Version June 2024

**General Terms and Conditions of Purchase for Deliveries of Goods and Services of
Innofreight Consulting & Logistics GmbH, Innofreight Solutions GmbH, Innofreight Speditions GmbH,
Innofreight Swiss GmbH, InnoWaggon GmbH, Innofreight International GmbH, Innofreight Scandinavia
AB, Innofreight Germany GmbH, Innofreight Czech s.r.o. , Innofreight Austria GmbH, Innofreight Rail
Operations GmbH, Innofreight IT Solutions GmbH, Innofreight Transportlogistik GmbH
(hereinafter referred to as "Innofreight")**

1 Validity

- 1.1 The following general terms and conditions of purchase for deliveries of goods and services (hereinafter referred to as "Terms and Conditions of Purchase") apply to all transactions of Innofreight by which goods or services of any kind are purchased from another company (hereinafter referred to as "Contractor"). The goods or services purchased from the Contractor are hereinafter referred to as the "Delivery". The Terms and Conditions of Purchase do not apply to deliveries between companies of the Innofreight Group.
- 1.2 If the Contractor has an ongoing business relationship with Innofreight, these General Terms and Conditions of Purchase also apply to future orders, even if no specific reference is made to their validity.
- 1.3 Innofreight may amend the Terms and Conditions of Purchase at any time by notifying the Contractor of the amendments in writing. If the Contractor does not object, in writing, to individual or all amendments, within one week of receipt of the notification of amendment, the notified amendments are deemed to have been approved.
- 1.4 The General Terms and Conditions of the Contractor are expressly rejected and have no validity. Innofreight contracts exclusively according to the present Terms and Conditions of Purchase.

2 Offer - Order

- 2.1 Offers or cost estimates addressed to Innofreight are binding and free of charge. No costs are incurred by Innofreight as a result of offers and sampling.
- 2.2 Contracts for deliveries including orders and order confirmations, delivery call-offs as well as their amendments and supplements must be in writing.
- 2.3 Orders must be signed and returned to Innofreight by the Contractor without delay, but in any case within three working days. Deviations in any order confirmation only apply if they have been expressly accepted in writing. The execution of the order is deemed as acceptance of these Terms and Conditions of Purchase.
- 2.4 The prices stated in the order are absolute fixed prices and include all duties and ancillary costs, as well as transport costs.
- 2.5 Innofreight is entitled to monitor the progress of the delivery. The Contractor is obliged to provide Innofreight with a weekly production update without being requested to do so. Furthermore, Innofreight is entitled to request an immediate statement from the Contractor regarding the current status of the delivery and the conclusion of a quality assurance agreement.

3 Deliveries

- 3.1 The Contractor must perform the deliveries personally. The involvement of third parties (hereinafter referred to as "subcontractors") requires the prior written consent of Innofreight.
- 3.2 In particular, the Contractor grants Innofreight access to all operating sites, testing facilities, warehouses and adjacent areas and also ensures this right of access in the event that

subcontractors are commissioned.


- 3.3 All documents, in particular drawings, drafts and manufacturing instructions, which have been handed over to the Contractor for the purpose of submitting an offer or for the execution of a delivery, remain the property of Innofreight and may not be used for purposes other than the execution of the delivery, reproduced or made accessible to third parties. The Contractor is obliged to maintain confidentiality regarding all documents provided and to return such documents immediately upon request.
- 3.4 If documents or services which enjoy legal protection, including copyright protection, are created by the Contractor and made available to Innofreight, the Contractor grants Innofreight an unrestricted, non-exclusive right of use to these documents or services.
- 3.5 Deliveries of goods are made on a carriage and packaging paid basis, unless otherwise expressly agreed. The transport risk, in any case, is borne by the Contractor. The acknowledgement of receipt is only to be regarded as recognition of the receipt of goods, but not of proper fulfilment.
- 3.6 All deliveries of goods must be accompanied by a packing slip and a delivery note stating the item details such as Contractor number, order number, part number, commodity index, country of origin and part description. Partial deliveries must be designated as such and the remaining quantity to be delivered must be indicated.
- 3.7 In the absence of accompanying documents, such as, in particular, a handover report, the delivery will not be accepted as performance of the contract but, in the case of delivery of goods, will either be stored, transferred or returned at the Contractor's risk and expense, at the discretion of Innofreight.
- 3.8 Upon request, the Contractor is obliged to immediately submit all necessary documents and certificates as well as to provide information regarding quality, production, project and delivery.
- 3.9 The Contractor is solely responsible for the proper registration and payment of its employees as well as the fulfilment of any official reporting obligations and must indemnify and hold the Contractor harmless in this respect. This also applies without limitation in the case of the use of subcontractors. Innofreight is entitled to conclude a further declaration of obligation for this purpose.

4 Deadlines - Delay – Acceptance

- 4.1 Agreed delivery periods and delivery dates are binding. Delivery periods run from receipt of the order.
- 4.2 If it becomes apparent that agreements made, e.g. quality characteristics, delivery dates, delivery quantities, will not be met, the Contractor must inform Innofreight thereof without delay, stating the reasons.
- 4.3 The date of receipt by Innofreight in the case of delivery of goods and the date of acceptance in the case of services is decisive for compliance with the delivery period or delivery date. The Contractor is obliged to compensate for all damages resulting from the delay.
- 4.4 In the event of a delay in delivery, the Contractor must also pay a contractual penalty of 3% of the gross order amount per calendar week, which must not be regarded as forfeit money.

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- 4.5 Innofreight is entitled to refuse acceptance of goods delivered or handed over before the delivery date specified in the order and to return the prematurely delivered goods at the Contractor's expense and risk or to store them with third parties at the Contractor's expense.
- 4.6 Any risk only passes to Innofreight at the place of performance through acceptance by means of a signed handover report.
- 5 Payments – Invoicing**
- 5.1 In the event of a delay in delivery, payment deadlines are postponed accordingly. Innofreight is entitled to charge interest on the advance payments made at a rate of 8% above the respective base rate of the European Central Bank for the period of delay.
- 5.2 Invoices must be sent to Innofreight at the e-mail address stated on the order, stating the order details. Invoices sent otherwise will be deemed not to have been received. Payment periods commence on the date of receipt of the invoice, but not before acceptance of the delivery.
- 5.3 Payment is made by agreement, otherwise within 14 days after delivery or acceptance of the total performance with a 3% discount or within 30 days net.
- 5.4 Without the prior written consent of Innofreight, the Contractor is not entitled to assign or pledge any claims it may have against Innofreight, to have them collected by third parties, or to make such claims the subject of legal transactions. The Contractor is not entitled to exercise a set-off.
- 5.5 Irrespective of the currency stated in the order, the Contractor bears the risk of fluctuations in the currency.
- 5.6 Payments do not imply acceptance of the order as being in accordance with the contract.
- 5.7 Innofreight is entitled to transfer rights and obligations arising from the contractual relationship with the Contractor to another company of the Innofreight Group.
- 6 Warranty – Compensation**
- 6.1 The Contractor warrants that the deliveries have the warranted characteristics and comply with the recognised rules of technology, the corresponding standards and the relevant provisions at the place of receipt, in particular the safety and environmental regulations applicable there. If the Contractor places orders with subcontractors, it must ensure that the subcontractors comply with these requirements and minimum standards.
- 6.2 If, in cases of force majeure, the performance of the contractual obligations becomes impossible or substantially more difficult, Innofreight may cancel the contract in part or require performance at a later date, without the Contractor incurring any claims against Innofreight as a result. If the execution of the order is unreasonable for the Contractor in these cases, the Contractor may withdraw from the contract.
- 6.3 Defects must be notified to the Contractor in writing without delay as soon as they are detected in the ordinary course of business. The Contractor hereby expressly waives the objection of late notification of defects. A warranty period of at least three years from the date of acceptance is agreed for all deliveries, unless otherwise agreed between Innofreight and the Contractor. The handover report does not constitute an acknowledgement that the goods are free of defects. In the event that random checks reveal defects, Innofreight is entitled to warranty rights and claims for damages for the entire delivery.
- 6.4 The Contractor must remedy any defects occurring during the warranty period immediately upon request at its own expense. All costs and expenses incurred in connection with the rectification of defects, such as, in particular, transport, assembly costs and storage costs, must be borne by the Contractor.
- 6.5 Innofreight is entitled to choose between replacement, repair or price reduction in any case, unless a justified claim for termination of the contract is asserted. If repair is required, the repair is deemed to have failed after the first unsuccessful attempt at repair. In the event of repair or replacement, Innofreight is entitled to retain the entire payment until the delivery owed has been made in full.
- 6.6 In the event of a claim under the warranty, the Contractor bears the burden of proof, for the entire warranty period, that the defect was not present at the time of handover. This does not affect any additional guarantees of the Contractor.
- 6.7 In urgent cases, Innofreight is entitled, without prejudice to its other claims, to remedy defects itself or through a third party at the Contractor's expense and risk, after notifying the Contractor.
- 6.8 Should Innofreight and/or Innofreight's customers suffer damage due to defective delivery, the Contractor is obliged to compensate for the damage. The Contractor is fully liable for the procurement of the delivery, even without fault.
- 7 Right of withdrawal - Liability**
- 7.1 Innofreight is entitled to withdraw from the contract with immediate effect in the event of default on the part of the Contractor, the opening of insolvency proceedings against the assets of the Contractor or the filing of an application for judicial or extrajudicial insolvency proceedings, without setting a further grace period.
- 7.2 The Contractor is liable for claims arising from the infringement of industrial property rights and applications for industrial property rights in the event of the contractual use of its deliveries. The Contractor indemnifies Innofreight and the respective customers against all such claims.
- 8 Confidentiality - Data protection**
- 8.1 The contracting parties undertake to treat all commercial and technical matters which are not in the public domain and which become known to them through the business relationship as confidential business secrets.
- 8.2 All necessary measures must be taken to prevent third parties from obtaining and using such information. The disclosure of confidential information to third parties is only permitted with the prior written consent of Innofreight, insofar as it is necessary for the fulfilment of the order.
- 8.3 This duty of confidentiality also applies to the respective employees, vicarious agents, subcontractors and other contractual partners of the Contractor and is not lifted by a terminated business relationship with Innofreight.
- 8.4 The Contractor gives his explicit consent for Innofreight to pass on the Contractor's data (company register data, address, telephone and fax number as well as other information necessary for addressing, resulting from modern communication methods, locations, contact person, ordered goods, delivery quantities) from the respective business case to other companies of the Innofreight Group.
- 9 Cooperation - Measures**
- 9.1 The Contractor undertakes to comply with Innofreight's Code of Ethics and ensures that the requirements of this Code of Ethics are transferred in writing to his Subcontractors. The Code of Ethics can be accessed and viewed on Innofreight's homepage <https://www.innofreight.com/>.
- 9.2 Innofreight is entitled to demand appropriate evidence of compliance with Innofreight's Code of Ethics from the Contractor.
- 9.3 In case of breach of Innofreight's Code of Ethics, Innofreight is entitled to terminate the contract without notice and to assert further claims.
- 9.4 The Contractor shall observe and comply with the relevant provisions of the Act to Combat Underpayment for the Employment of Workers Posted to Austria and Workers Transferred to Austria (Anti-Wage and Social Dumping Act, Federal Law Gazette I No. 44/2016) as well as other statutory or collectively agreed provisions on minimum wages as amended from time to time.

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10 Severability clause

- 10.1 Should any provision of these Terms and Conditions or further agreements made be or become invalid, this does not affect the validity of the remaining terms and conditions or the validity of the contract based thereon. The contracting parties are obliged to replace the invalid provision with an equivalent provision in terms of the economic result.

11 Place of jurisdiction - Applicable law

- 11.1 The place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship between Innofreight and the Contractor is the Regional Court of Leoben, Austria.
- 11.2 This contract is subject to the application of Austrian law exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.3 Deviations from the statutory provisions require the express written consent of Innofreight in each case to be effective.