

GENERAL TERMS AND CONDITIONS of

**INNOFREIGHT Consulting & Logistics GmbH,
INNOFREIGHT Speditions GmbH,
InnoWaggon GmbH,
INNOFREIGHT Solutions GmbH,
INNOFREIGHT International GmbH,
INNOFREIGHT Austria GmbH,
INNOFREIGHT Germany GmbH,
INNOFREIGHT Czech s.r.o.,
INNOFREIGHT Scandinavia AB,
INNOFREIGHT Swiss GmbH
INNOFREIGHT Rail Operations GmbH
INNOFREIGHT IT Solutions GmbH
INNOFREIGHT Transportlogistik GmbH**

(hereinafter referred to as "Innofreight")

I. GENERAL

1. Validity of the General Terms and Conditions

- 1.1. The General Terms and Conditions (GTC) regulate the mutual rights and obligations between Innofreight and the customer or supplier of Innofreight and apply unless otherwise agreed in writing. The version of the GTC valid at the time of the conclusion of the contract is decisive. Innofreight declares that it wishes to contract exclusively based on these GTC.
- 1.2. The general terms and conditions of the customer or supplier shall only apply, even if Innofreight is aware of them, if Innofreight has expressly agreed to them in writing. In the event of conflicting general terms and conditions of the customer or supplier and Innofreight, Innofreight's GTC shall prevail.
- 1.3. The GTC of Innofreight also apply for additional orders placed by the customer or supplier and for future transactions between the contracting parties, even if no reference is made to this in the additional order or future conclusion of the contract.

2. Cost estimate, Conclusion of the contract, Additional orders, Acceptance test

- 2.1. The cost estimates of Innofreight are provided without a warranty and do not oblige Innofreight to perform the services listed therein. In case of doubt, cost estimates are for a fee. If a considerable exceedance of the cost estimate turns out to be unavoidable within the meaning of § 1170a para. 2 ABGB, Innofreight must notify the customer at the time when a more than 30 % exceedance of the price shown in the cost estimate is foreseeable.
- 2.2. Offers of Innofreight are non-binding unless otherwise agreed in writing. A contractual relationship between Innofreight and the customer is concluded, when Innofreight has issued a written order confirmation after receipt of the customer's order or has begun with the actual provision of the service.
- 2.3. Information contained in catalogues, price lists, circulars, advertisements, illustrations, brochures, on the website, etc., or information resulting from samples, information about Innofreight's services and in particular about dimensions, capacity, prices and the like, do not constitute an offer and only become

part of the contract if expressly referred to in the order confirmation.

- 2.4. Objects of purchase and work only offer the safety that can be expected on the basis of the authorisation regulations, assembly and operating instructions as well as regulations of Innofreight regarding the handling of the object of purchase or work. Verbal or written additional orders placed by the customer or his authorised representative to the original order confirmed in writing by Innofreight require written confirmation by Innofreight. Persons who make declarations to Innofreight on behalf of the customer are deemed to be fully authorised to do so. Minor changes or changes which are considered reasonable for the customer to the service or delivery obligation are deemed to be approved in advance. This applies in particular to deviations due to the nature of the goods (e.g. measurements, colours, etc.).
- 2.5. If the customer requests an acceptance test, it must be agreed with Innofreight in writing upon conclusion of the contract. Unless otherwise agreed, Innofreight may decide whether this should take place at the place of manufacture or at a location to be determined by Innofreight.

3. Contractual period

- 3.1. Contracts concluded between the contracting parties concerning the purchase of services, rental agreements or other continuing obligations are concluded for an indefinite period or for the agreed fixed term. In the latter case, the contractual relationship shall be automatically extended by the original duration of the contract, unless it is terminated by one party by giving three months' written notice before the end of the contractual term. If no agreement has been reached on a waiver of cancellation, contracts concluded for an indefinite period can be terminated in writing by giving three months' notice to the last day of the month.

4. Assignment of rights and obligations

- 4.1. Without the prior written consent of Innofreight, the customer is not entitled to transfer any rights or obligation of this contract to a third party.

- 4.2. Innofreight is entitled to transfer its obligations in whole or in parts, for example also with regard to individual services, or the entire contract to a third party with debt-discharging effect and will inform the customer about this.
- 4.3. Innofreight is entitled to use third parties by substitution to fulfill the contractual services towards the customer. In this case the liability of Innofreight is limited to a careful selection of the third party. Innofreight does not take any guarantee and/or liability for the services provided by the third party.

II. PRICES AND PRICE CHANGES

1. Prices/Fees

- 1.1. In the absence of any other written agreement, the prices/fees stated in the offer, order form or order confirmation of Innofreight shall apply. Unless otherwise agreed in writing, Innofreight's prices do not include in particular the costs for delivery, assembly, repair, installation or training and are only provided by Innofreight against separate payment based on a separate offer, which must be confirmed by Innofreight in writing. In the absence of any other information on prices/fees in the offer, order form or order confirmation of Innofreight the current list prices at the time of order confirmation shall be deemed to be agreed. The prices/fees are always exclusive of the applicable statutory value-added tax.
- 1.2. For deliveries and transports by Innofreight, the agreed prices apply ex stock. Unless otherwise agreed in writing, any packaging, shipping and customs costs as well as duties shall be borne separately by the customer.
- 1.3. Innofreight is also entitled to the full remuneration if the order is not fulfilled for reasons that are not within the sphere of Innofreight. The offsetting provisions of § 1168 para. 1 ABGB as well as the provision of § 1168a s. 1 ABGB are waived.

2. Price/Fee changes

- 2.1. Innofreight reserves the right to change the price/remuneration in the event of a change (increase or decrease) in the costs relevant to its calculation (e.g. personnel costs, due to collective agreements in the industry or internal company regulations; fees; taxes; energy costs; occupancy costs; transport costs; material costs; financing costs, exchange rates, etc.)
- 2.2. Services which Innofreight performs in deviation from the contract must be accepted and reimbursed by the customer if the services are necessary for the fulfilment of the contract.

III. TERMS OF PAYMENT, OFFSET, RIGHTS OF RETENTION

1. Maturity - Payments

- 1.1. Unless otherwise agreed in writing, invoice totals are due for payment immediately upon receipt of the invoice without discount or other deductions. Payments by the customer shall only be deemed made once they have been received in the business account of Innofreight. In the event of late payment, including instalments, any discount agreements shall cease to apply and Innofreight shall be entitled to

demand payment of all claims Innofreight has against the customer, even if a later due date has been agreed for individual invoices. Partial deliveries are due with the amount corresponding to this partial delivery.

2. Objections to invoice amounts

- 2.1. Objections to the invoice amounts must be raised by the customer within three days of the invoice date, otherwise the claim shall be deemed accepted. Objections shall not prevent the invoice amount from becoming due for payment.

3. Default of payment

- 3.1. Even if the customer is in default of payment without his fault, Innofreight shall be entitled to charge the applicable statutory default interest rate, compound interest and any expenses.
- 3.2. In the event of default of payment, the customer undertakes to reimburse Innofreight for the dunning and collection costs incurred for the appropriate legal prosecution. If Innofreight carries out the dunning process itself, the debtor (customer) undertakes to pay a reasonable dunning fee for each dunning letter sent. In addition, any further damage resulting from the fact that higher interest is incurred on any credit accounts of Innofreight as a result of non-payment shall be reimbursed, irrespective of fault for the delay in payment. In the event of default of payment, Innofreight shall be released from all further performance and delivery obligations and shall be entitled to withhold outstanding deliveries and services, to demand advance payments or securities or to withdraw from the contract.

4. Offsetting and assignment

- 4.1. Without the prior written consent of Innofreight, the customer is not entitled to assign or pledge claims against Innofreight, to have them collected by third parties or to make them the subject of legal transaction. The customer is not entitled to set-off.

5. Rights of retention

- 5.1. The customer's rights to refuse contractual performance in accordance with § 1052 ABGB to obtain or secure counter-performance and its other statutory rights of retention are excluded.
- 5.2. Innofreight is entitled to retain the goods handed over by the customer for repair until all outstanding claims have been settled, also to secure claims from other legal transactions.

IV. DELIVERY PERIOD – DEFAULT OF ACCEPTANCE

1. Delivery period

- 1.1. Delivery periods (in the case of forwarding services, the information about duration) are non-binding and only begin when the customer has fulfilled all his obligations necessary for the fulfilment of the service.
- 1.2. Delays in delivery do not entitle the customer to assert claims, regardless of the legal title. Innofreight is entitled to make partial deliveries. Operational disruptions and all events beyond Innofreight's control – in particular delivery delays by upstream suppliers or substitutes – entitle Innofreight to extend delivery deadlines or to withdraw from the contract, excluding

any claims for warranty, cancellation due to mistake and/or damages. This also applies if such events occur at a time when Innofreight is already in default.

- 1.3. If the delivery time is exceeded by more than two months, the customer has the right to set Innofreight a reasonable grace period of at least eight weeks by registered letter and to withdraw from the contract in writing or to demand fulfilment. In the case of customised products, the period of grace shall be calculated according to the nature of the customised product but must also be at least eight weeks. The cancellation is only effective if Innofreight culpably misses the grace period.

- 1.4. In the event of unjustified cancellation of the contract by the customer or frustration of performance, a contractual penalty of 15 % of the gross order amount is agreed. Innofreight is entitled to claim further damages.

2. Default of acceptance by the customer

- 2.1. If the customer has not accepted the goods as agreed (default of acceptance), Innofreight is entitled, after unsuccessfully setting a grace period, to either store the goods itself, for which Innofreight will charge the customer a reasonable storage fee, or to store the goods at the expense and risk of the customer. At the same time, Innofreight is entitled to either insist on fulfilment of the contract or, after setting a reasonable grace period of at least two weeks, to withdraw from the contract and to utilize the goods elsewhere.

V. WARRANTY, LIABILITY AND OBLIGATIONS OF THE CUSTOMER

1. Warranty period

- 1.1. The warranty period is 12 months starting with the provision of services by Innofreight. An improvement or replacement does not interrupt the original warranty period.

2. Corrective action

- 2.1. Defects subject to warranty and properly reported in accordance with section V.4. will be remedied at the discretion of Innofreight either by improvement or replacement delivery. Conversion and price reduction are excluded by mutual agreement. A right of recourse according to § 933b ABGB is excluded.
- 2.2. In case of minor defects, Innofreight is also entitled, but not obliged, to refrain from improvement or replacement and instead grant a reasonable price reduction, especially if improvement or replacement would involve disproportionate effort for Innofreight. In case of all defects, even if they are not minor, Innofreight is entitled, but not obliged to take back the goods to the exclusion of further claims against crediting of the net order value with deduction of any usage fee.

3. Duty of cooperation

- 3.1. The respective obligations of the customer to cooperate depend on the respective order. However, the customer is obliged to support Innofreight in the fulfillment of the order and to cooperate in the fulfillment of the order. In particular, the customer shall provide all information, documents and data timely, complete and in a suitable form (including

electronically) as required for the fulfillment of the order. The customer shall also carry out any necessary or agreed preliminary work and preparatory measures.

- 3.2. The customer shall immediately inform Innofreight in writing of any problems, difficulties and circumstances that are relevant to or may affect the fulfillment of the order.

- 3.3. Further obligations to cooperate in this GTC remain unaffected.

4. Reprimand duty and burden of proof by the customer

- 4.1. The customer is obliged to notify Innofreight of all claims, such as defects and claims for damages, immediately but at the latest within three working days after the defect has become recognizable, sufficiently documented and by registered letter to Innofreight and to give Innofreight the opportunity to check it, unless they are excluded by the following provisions. Transport damage or shortages must be reported in writing by the recipient of the goods or customer within 24 hours of delivery to the recipient stating the exact damage that has occurred and/or the number and exact product description of the faulty, damaged or missing goods. Notification of defects shall not entitle the customer to withhold part or all of the invoice amounts.

- 4.2. The burden of proof that a defect exists at the time of delivery is on the customer or recipient of the transported goods.

5. Warranty and liability exclusions and limitations of liability

- 5.1. The warranty obligation shall only apply to defects that occur in compliance with the intended operating conditions and during normal use. Excluded from the warranty are all parts that are subject to natural wear and tear as well as insignificant changes to the work and its components. Any liability or warranty for compatibility with other products or systems is excluded. The technical application advice is only non-binding and does not release the customer from the obligation to test the products for their suitability for the intended purpose.

- 5.2. Innofreight is released from its obligation to carry out warranty work as long as the contractual partner is in default with payment.

- 5.3. The customer is obliged to support Innofreight in the determination of defects and the corrective action and to enable or provide all necessary measures, such as access, inspection of documents, data transmission, etc. If the customer does not fulfil his obligation to cooperate within the set period despite a written reminder, the assertion of any claims resulting from a defective service is excluded.

- 5.4. All claims for damages against Innofreight, which are in any way related to the contractual relationship between Innofreight and the customer, are excluded, unless they are based on intent or gross negligence. Excluded from this are claims for damages due to personal injury.

- 5.5. Claims arising from avoidance on the grounds of error resulting from any defective delivery or service are expressly excluded, unless such claims are based on intent or gross negligence.

- 5.6.** Liability for loss of profit, consequential damages, mere financial losses of the customer and damages of third parties arising from claims against the customer as well as against employees of Innofreight is excluded in any case.
- 5.7.** The existence of gross negligence and intent as well as the cause of the damage must be proven by the injured party. In any case, any claims for compensation by the customer shall be limited to the simple net value of the goods or net service charge. The limitations of liability also apply in favour of Innofreight's legal representatives, vicarious agents and subcontractors.
- 5.8.** Claims for compensation for damages must in any case be asserted in court within one year of performance of the service. All claims against Innofreight as freight forwarder, for whatever legal reason, are subject to a limitation period of six months. The limitation period begins with the knowledge of the entitled party of the claim, but at the latest with the delivery of the transported goods. Any liability for damages asserted or arising after the expiry of these limitation periods, on whatever legal grounds, is excluded.
- 5.9.** Innofreight is exempt from any obligation to perform in cases of force majeure. Force majeure includes all unforeseeable events as well as events whose impact on the fulfilment of the contract is not the responsibility of either party. Such events include in particular fire, forces of nature, riots, wars, earthquakes, loss of production, operational or traffic disruptions, fire damage, floods, shortages of labour, energy, raw materials and auxiliary materials, industrial action, including third-party companies, lockouts, disruptions in dispatch or transport, official orders or other obstacles which prevent, delay, reduce or make unreasonable the production, dispatch, transport, acceptance or consumption.
- 5.10.** The customer expressly waives the assertion of claims for compensation for material damage under the title of the Austrian Product Liability Act (PHG) which he suffers in the course of his business. Insofar as the customer resells the goods covered by the contract to other entrepreneurs, he shall also be obliged to transfer the above waiver to his and any other entrepreneurial contractual partners. In the absence of such a transfer, the customer undertakes to indemnify and hold Innofreight harmless and to bear all costs incurred in connection with such liability.

VI. RESERVATION OF RIGHTS AND TITLE

1. Reservation of title

- 1.1.** Works and delivered goods as well as other services of Innofreight remain the property of Innofreight until full payment of all claims by the customer, irrespective of the legal grounds. The customer is obliged to ensure that the goods are kept in a fully resalable condition until the transfer of ownership. The customer bears the full risk for the goods, in particular for the risk of destruction, loss or deterioration. In the case of a current account, the reserved property shall be deemed security for the outstanding balance.
- 1.2.** During the existence of a retention of title, a resale, processing or pledging, transfer by way of security or other disposal of the purchased or repaired goods to a third party is not permitted. The customer must reimburse Innofreight for all costs and measures to eliminate third-party interference.
- 1.3.** The customer assigns to Innofreight his claims against third parties, as far as these arise from resale or processing or any other legal reason regarding the goods, until fulfilment of all claims by the customer (assignment). The customer has to inform Innofreight immediately of any access of third parties to the goods, otherwise being liable for damages. Upon request, the customer must inform Innofreight of his customers and notify them of the assignment in due time. The assignment is to be entered in the business books and made visible to the customer on delivery notes, invoices, etc. If the customer is in delay with his payments to Innofreight, the sales proceeds received by the customer are to be segregated and the customer only holds them in the name of Innofreight.
- 1.4.** The reserved property is not lost with the processing or combination of the goods. If the goods are processed, mixed or combined with other goods, Innofreight acquires co-ownership of the resulting products in the ratio of the invoice value of the goods to the invoice value of the goods owned by third parties or the customer.
- 1.5.** Innofreight is entitled to demand the return of the goods from the customer without setting a grace period and without withdrawing from the contract, excluding any right of retention of the customer, if the customer is in default with the fulfilment of its obligations.
The assertion of the retention of title does not require the termination of the contract, is not considered a termination of the contract and does not release the customer from his obligations, in particular to pay the purchase price or a repair fee. Taking back the goods only constitutes a withdrawal from the contract if Innofreight expressly declares this in writing. In the event of the assertion of the retention of title, the customer expressly agrees to the removal of the goods, even if they are firmly connected or processed, at the customer's expense and in this case waives the defence of disturbance of quiet possession. If the goods are taken back, the customer is obliged to pay the transport and handling costs incurred.
- 1.6.** If Innofreight asserts its retention of title, the customer is obliged, regardless of fault, to pay Innofreight any reduction in value of the goods and a reasonable usage fee for their use, at least 25% of the agreed net purchase price or of the agreed repair fee.

2. Intellectual property rights

- 2.1.** Plans, drawings, cost estimates and all other technical documents, the technical implementation of plans as well as brochures, catalogues, samples and the like remain the intellectual property of Innofreight. Any use, in particular the passing on, reproduction, distribution and publication requires the express written consent of Innofreight. In case of violation of this provision, the customer has to pay a contractual penalty of € 100,000.00 per violation to Innofreight and a judicial right of moderation is excluded. Any further claims remain unaffected by this contractual penalty.
- 2.2.** Unless otherwise agreed in writing — any such agreement being otherwise invalid — the customer shall acquire a non-exclusive, non-transferable right to use the results and content created by Innofreight in connection with the assignment, particularly works within the meaning of copyright law. This right is subject to full payment and is limited in scope and geography to the purpose of the assignment. No right

of use or exploitation is acquired through the customer's involvement.

- 2.3.** The customer guarantees Innofreight not to interfere with any trademark, name, personal, copyright, labelling or other rights of third parties by or in connection with the placing of the order, for example by transmitting data or documents. The customer shall indemnify and hold Innofreight harmless with regard to all claims, in particular those under the Austrian Trademark Protection Act (MSchG) or Copyright Act (UrhG), which are asserted by third parties due to the infringement of such rights, including the costs of defence against such claims.
- 2.4.** The acquisition of all rights of use and exploitation agreed in writing by the customer only takes place after full payment of all invoices to Innofreight. Until this time, Innofreight reserves all rights of use and exploitation. Innofreight is also entitled to demand the cessation of any use of services provided and to charge an appropriate usage fee for the time of use of at least 25% of the net purchase price in the event of late payment.

VII. CONTRACT TERMINATION

1. Grounds of contract termination

- 1.1.** Compliance with the agreed payment terms is an essential condition for the performance of the services by Innofreight. Innofreight is therefore entitled to terminate the contractual relationship with immediate effect in the event of late payment after unsuccessful written reminder and setting a grace period of two weeks.
- 1.2.** In addition to default of payment and/or acceptance, an important reason that entitles Innofreight to terminate the contract is the opening of insolvency proceedings against the customer or the rejection of such proceedings due to lack of assets to cover costs; the application for an out-of-court settlement attempt; the pendency of at least two execution proceedings by creditors of the customer; the initiation of liquidation proceedings; in the event of a breach of the customer's obligations under these General Terms and Conditions; in the event of a breach of the obligations under Innofreight's Code of Ethics; if the behaviour of the customer or persons attributable to him makes it unfeasible for Innofreight to continue the contractual relationship and other important reasons equivalent to the above reasons.
- 1.3.** All cases of immediate cancellation of the contract for a reason that falls within the scope of the customer shall not affect Innofreight's claim to the payment for the contractually agreed contract period until the next termination date and to the assertion of claims for damages in the case of existing contracts and continuing obligations.

2. Options of Innofreight in the event of contract cancellation

- 2.1.** In the event of cancellation or termination of the contract, Innofreight has the choice, if the customer is at fault, to claim a lump-sum compensation of 25% of the net invoice amount or compensation for the actual damage incurred. If the customer - without being entitled to do so - withdraws from the contract or requests its cancellation, Innofreight has the choice of insisting on the fulfilment of the contract or agreeing to the cancellation of the contract; in the latter case, the customer is obliged to pay, at Innofreight's

discretion, fixed damages in the amount of 15% of the gross invoice amount or the actual damage incurred.

X. OTHER PROVISIONS

1. Discretion Duties and Data Protection

- 1.1.** Innofreight and the customer commit themselves to discretion concerning the attained information about the business activity of the other party in the context of the business relationship. The parties acknowledge that confidential information may be passed on to affiliated companies while maintaining the duty of confidentiality.
- 1.2.** They also commit themselves particularly to the preservation of data confidentiality and will transfer these obligations also onto their employees and if needed onto other representatives. All documents exchanged within the scope of the parties' business relationship shall remain the property of the respective providing party, which is why the providing party shall also remain fully and exclusively entitled to the related intellectual property rights.
- 1.3.** Disclosure to third parties without the prior written consent of the authorized party is prohibited.
- 1.4.** In the case of a termination of this contract the obligation to the discretion and for the preservation of the data confidentiality continues to exist for an indefinite period of time.
- 1.5.** The discretion obligation does not apply to such information which Innofreight or the customer verifiably lawfully receives from third parties or which was already generally known at the completion of the contract or which was known afterwards without a violation of this discretion obligation occurring.
- 1.6.** Innofreight and the customer acknowledge that in the course of their business relationship, each party processes personal and other data including contact data of the others party's employees in order to execute and process their current contractual relationship (Art. 6 para. 1 lit. b GDPR) and to safeguard their legitimate interest to ensure an efficient customer management within their company group (Art. 6 para. 1 lit. f GDPR). The parties also use this data within their group of companies and may pass this data to affiliated companies and, if necessary, to subcontractors.

2. Language, Jurisdiction and Applicable Law

- 2.1.** Unless otherwise agreed, the contract language is German.
- 2.2.** Jurisdiction for all disputes arising from this contractual relationship between Innofreight and the customer is only the Court in Leoben, Austria.
- 2.3.** This contract is exclusively subject to Austrian law under exclusion of the UN Sales Convention.

3. Written form, Communication with third parties involved in the project

- 3.1.** All notifications and declarations by the customer relating to this contractual relationship must be made in writing.

- 3.2. Oral side agreements require written confirmation by Innofreight to be legally effective. This written form requirement can only be amended by a written agreement.

4. Disclosure requirements, Access of electronic declarations

- 4.1. The customer must inform Innofreight immediately in writing about any changes regarding his name, address or registered office and e-mail address. If no notification of change is made, documents are deemed to have been received by the customer if they were sent to the last address or e-mail address provided by the customer.

5. Severability Clause

- 5.1. If there are single provisions in this contract which are totally or partially not legally effective or for any reason lose their legal effectiveness, the validity of the remaining provisions is not affected. Any invalid or missing provision shall be replaced as quickly as possible by the contracting parties by an effective provision which comes nearest to the economic and legal meaning of the initial regulation or interests intended by the contracting parties.

6. Code of Ethics

- 6.1. The customer undertakes to comply with the Code of Ethics, which can be accessed and viewed on Innofreight's homepage under the link <https://www.innofreight.com/>. This Code of Ethics is an integral part of this contract