

Technical Services Hungaria Járműjavító Korlátolt Felelősségű Társaság

**General Contractual Terms and Conditions
concerning procurements by TS Hungaria Kft.**

Effective as of 10 March, 2025

General Contractual Terms and Conditions

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1. TS-HU'S GENERAL DETAILS

Company name: Technical Services Hungaria Járműjavító Korlátolt Felelősségű Társaság
Abbreviated company name: TS Hungaria Kft.
Seat: 3527 Miskolc, Kandó Kálmán tér 1.
Registration No.: 05-09-002518
VAT No.: 11065106-2-05
Central telephone number: +36 30 131 5155
Central email address: TSH.Einkauf@railcargo.com
Website address: www.tshungaria.hu

2. MATERIAL SCOPE OF GENERAL CONTRACTUAL TERMS AND CONDITIONS

2.1 These General Contractual Terms and Conditions (hereinafter: referred to as GCTC) cover the following:

- a) the contracts for work and agency contracts concluded by TS-Hungaria Kft. (hereinafter referred to as TS-HU) as customer and principal, and the legal relations coming into being on the basis of the former;
- b) the sales contracts concluded by TS-HU as buyer for movable products and the legal relations coming into being on the basis of the former;
- c) the lease contracts concluded by TS-HU as lessee and the legal relations coming into being on the basis of the former;
- d) other contracts concluded by TS-HU as customer or user for the use of various services that cannot be classified as belonging to any of the above categories and the legal relations coming into being on the basis of the former.

2.2 These GCTC regulate Parties' rights and obligations concerning the legal relations created by the above contracts.

3. TERMINOLOGY

The terms written with capital initial letters in these GCTC shall have the following meaning:

Act on Accounting means Act C of 2000 on Accounting.

Act on Company Tax and Dividend tax means Act LXXXI of 1996 on Company Tax and Dividend Tax.

Act on VAT means Act CXXVII on General Value Added Tax.

Affiliated Company means an affiliated company pursuant to section 23, Art. 4 of the Act on Company Tax and Dividend Tax.

Case-by-case drawdown means ordering services by TS-HU in cases when there is a master contract in effect between Parties including the fee for the relevant service.

Case-by-case order means orders coming into being by TS-HU accepting Service Provider's offer when the master contract in effect between Parties does not include the fee for the relevant service.

Civil Code means Act V of 2013 on the Civil Code.

Contract means the contract concluded by and between Service Provider and TS-HU concerning Service, which shall be deemed to mean both any master contract in effect between Parties and any Case-by-case drawdown and Case-by-case order made under the effect of the former.

Parties jointly means Service Provider and TS-HU.

Party means either Service Provider or TS-HU.

Service means any product sales to TS-HU by Service Provider or any service provided to TS-HU by Service Provider under the effect of these GCTC in the legal relation set forth in section 2.1. herein.

Service Provider means the person providing Services to TS-HU.

TS-HU means Technical Services Hungaria Járműjavító Korlátolt Felelősségű Társaság.

Vis maior means such external causes unforeseeable upon the conclusion of contract, falling out of the scope of control of TS-HU or Service Provider, in relation to which the Party referring to them could not be expected to avoid the circumstances hindering contractual performance or prevent the damaging consequences thereof, including in particular but without limitation: acts of war, sabotage, revolts, bombings, revolution, other emergencies, natural disasters, earthquakes, fires, epidemics, floods, windstorms, thunderbolts, strikes, measures taken upon the order of competent authorities, severe breakdowns, embargoes, boycotts, export-import bans, human epidemics causing mass illness, etc.

4. **CONTRACT**

The conclusion of Contract

- 4.1. If no master contract is in effect between Parties, the Contract concerning the relevant Service shall be concluded by Parties' representatives signing it.
- 4.2. If there is a master contract in effect between Parties including the fees of the relevant Services, TS-HU shall have the right to order Service by way of Case-by-case drawdowns.
- 4.3. If there is a master contract in effect between Parties which does not include the fees and prices of the relevant Services, at TS-HU's request for offer, Service Provider shall provide an offer for TS-HU within the deadline set forth in master contract. If TS-HU accepts such offer in writing within the period Service Provider shall maintain its offer, then by such acceptance, the Contract is concluded between Parties regarding the relevant offer. Prior to providing offer, Service Provider shall conduct an on-site survey free of charge, at TS-HU's request or if Service Provider considers it necessary. Should Service Provider fail to conduct such survey, it shall not subsequently refer to any cause or circumstance for deviating from offer (or, in particular, for changing fees), which Service Provider might have become aware of during such on-site survey.
- 4.4. If there is no written agreement between Parties providing otherwise, the Contract (and thus, the Case-by-case drawdown or Case-by-case order) shall only be valid in writing. If Contract has only been signed by TS-HU, and following this, Service Provider starts performance, Service Provider shall be deemed to have accepted the Contract signed by TS-HU and all the provisions thereof, and thus, Contract has been validly concluded between Parties on the date performance is started.

Common rules applying to Contracts

- 4.5. Unless Parties agree otherwise, the place of performance shall be TS-HU's seat, that is, 3527 Miskolc, Kandó Kálmán tér 1. (Access by car: 3528 Miskolc, Csokonai u. 46.)
- 4.6. **If Parties do not determine performance time or performance deadline in writing, and it may not be concluded from the nature of service, either, Parties shall regard the shortest**

possible reasonable period necessary for performance as performance deadline. If according to Service Provider, such shortest possible reasonable period necessary for performance exceeds 10 (ten) workdays, Service Provider shall indicate it to TS-HU prior to concluding Contract. In case of failure to do so, Service Provider shall not subsequently refer to the 10-workday deadline being unsuitable but shall be deemed to be in delay from the 11th workday.

- 4.7. It is Service Provider's responsibility to provide any worksheets, weighing notes, delivery notes or guarantee certificates related to performance and keep records of the works or construction works.
- 4.8. Service Provider shall only have the right to engage subcontractors or contributors with TS-HU's prior written consent.
- 4.9. Service Provider shall comply with (and make any of its subcontractors and contributors comply with) any regulations (traffic, work safety, fire protection regulations) in effect in TS-HU's operational area. Service Provider warrants that it will make its employees, subcontractors and contributors aware of such regulations,
- 4.10. Throughout the term of Contract, Service Provider shall fulfil all the conditions and possess all the permits, tools, human resources and qualifications necessary for performance. Should there be any change in Service Provider's related permit/permits or in the validity thereof, Service Provider shall notify TS-HU thereof without delay.

Specific rules applying to the contracts for work

- 4.11. Service Provider shall conduct its activities in the best possible, first-class quality by engaging properly qualified experts, in compliance with any relevant legal, administrative and professional regulations and instructions (including, in particular, all the environmental regulations) and trade practices as well as any regulations and standards determined by ÖBB Group that Service Provider is made aware of prior to the concluding of Contract.

Specific rules applying to sales contracts

- 4.12. Any products delivered shall be of first-class quality and shall comply with both the relevant product specification and quality requirements and standards as well as the relevant administrative and legal regulations and any regulations determined by ÖBB Group that Service Provider is made aware of prior to the concluding of Contract.
- 4.13. While labelling packages and packing products, Service Provider shall proceed with the utmost care as follows: in every case, Service Provider shall make a labelling template which is placed on all packages. This labelling template shall include the following information:
 - details of sending company (exact name and address);
 - name of sending person;
 - exact name and address of addressee company;
 - exact name of addressee person;
 - name, quantity, quantity unit and item number of goods delivered;
 - warning if goods are hazardous;
 - number of any master contract between Parties and number of Case-by-case order.
- 4.14. Packaging shall be done in every case in the manner that packages shall be sealed and protected from the impacts of weather and that they can be opened without any damage.

Unless Parties agree otherwise, place of performance shall be the place designated by TS-HU within the operational area at the address of TS-HU's seat.

Term, amendment, termination and breach of contract

- 4.15. Unless Parties agree otherwise, or it is dictated otherwise by the nature of Service, Contract is concluded for an indefinite term.
- 4.16. Contract (and thus Case-by-case drawdown and Case-by-case order) shall only be amended with Parties' mutual consent and such amendment shall only be valid in written form signed by Parties.
- 4.17. Contract may be terminated with Parties' mutual written agreement to this effect, and it may also be terminated in writing with extraordinary termination as follows.
- 4.18. In case of a Contract concluded for a definite term, such Contract may only be terminated in written form with ordinary termination if Parties expressly agreed on this in writing. Unless Parties agree otherwise in Contract, a Contract concluded for an indefinite term may only be terminated in written form with ordinary termination by giving other Party 30 days' notice.
- 4.19. In case of other Party's severe breach of contract, either Party shall have the right to terminate Contract in writing with immediate effect, giving reasons and factual justification, or to withdraw from Contract in writing in the same manner.
- 4.20. In particular, it shall be deemed to be a severe breach of contract on TS-HU's part, among others if TS-HU is in delay exceeding 30 days with its obligation of paying consideration.
- 4.21. In particular, it shall be deemed to be a severe breach of contract on Service Provider's part, among others if (i) in case of faulty performance, it fails to remedy such fault within the additional deadline set by TS-HU, or there is such an identical or similar case of faulty performance for which TS-HU earlier set an additional deadline; (ii) if it becomes obvious prior to the expiry of performance deadline that Service Provider will only be able to perform Services in such a considerable delay that due to it, performance is no longer in TS-HU's interest.
- 4.22. The following shall be deemed to be cases of severe breach of contract on both Parties' part:
- if Party fails to fulfil its cooperation obligation in a material way, including the case when Service Provider hinders TS-HU's controlling activities or fails to support them in an appropriate manner;
 - if Party refuses to perform without a justified reason;
 - if Party causes harm to other Party's reputation with its statement, conduct or procedure;
 - if Party violates confidentiality provisions;
 - if Party gets under bankruptcy, winding up, final settlement or forced strike off proceedings or its member(s) makes(make) a decision on termination without a legal successor.
- 4.23. If there is a master contract in effect between Parties, then the termination of the Case-by-case drawdowns or Case-by-case orders under the effect thereof shall not affect the existence or term of such master contract whereas the termination of master contract for any reason shall involve the termination of the Case-by-case drawdowns and Case-by-case orders under the effect thereof.
- 4.24. Parties shall be exempt from the consequences of their breach of contract if such breach of contract is due to a Vis maior event. The Party referring to a Vis maior event shall notify other Party without delay of the occurrence of such Vis maior event, indicating the reason and if possible, the expected duration thereof. In case of failure to fulfil its notification obligation, Party shall not refer to Vis maior subsequently. Any deadlines shall be extended by the duration of the Vis maior event effectively communicated to other Party. In case of a Vis maior event, Parties shall also make every cooperation effort to reduce damage. At the same time, Parties agree that if Vis maior event continuously lasts for longer than 30 (thirty) days, Party (other than the Party referring to such Vis maior event) shall have the right to withdraw from Contract in writing or terminate Contract in

writing with immediate effect. In such a case, loss of interest need not be proven, and the Party exercising its right of withdrawal or termination shall not suffer any adverse legal consequences due to termination of Contract.

5. TERMS OF PAYMENT

- 5.1. In every case, Parties shall negotiate the fees payable to Service Provider and the purchase price of products in writing in advance. Unless Parties provide otherwise, such specified fees and prices shall be gross amounts, including the amount of VAT.
- 5.2. To avoid any misunderstanding, Parties set forth that unless Parties agree otherwise in writing, the fees and prices accepted by them are fixed amounts and Service Provider shall not have the right to unilaterally change them.
- 5.3. Unless Parties agree otherwise in writing, beyond the fee and purchase price determined in Contract, Service Provider shall not have the right to claim any costs from TS-HU under any legal title. In this respect, Parties set forth that in lack of a clear, written agreement providing otherwise, the fees and prices included in Contract shall include the prices of the relevant products, any packaging costs, delivery to the place of performance, and all and any costs related to handover, and any other prices, fees or costs not specified herein.
- 5.4. Unless Parties agree otherwise in writing, TS-HU shall have no obligation to make advance payments.
- 5.5. TS-HU shall issue performance certificate and hand it over to Service Provider within 5 (five) workdays upon the contractual performance of Service.
- 5.6. Unless Parties agree otherwise in writing, TS-HU shall pay any fees, purchase prices or other costs payable to Service Provider subsequently, based on the invoice issued by Service Provider pursuant to currently effective Hungarian legal statutes and these GCTC, within a 30-day payment deadline upon the receipt of such invoice. In every case, Service Provider shall attach to its invoice an original copy of the performance certificate issued by TS-HU (in case of a sales contract, an original copy of the delivery note signed by both Parties). In lack of this document, Service Provider shall not have the right to issue an invoice. If Service Provider submits a faulty or incomplete invoice, the 30-day payment deadline shall be calculated from the delivery to TS-HU of the properly issued invoice and the attachment(s) thereof.
- 5.7. In the invoice, Service Provider shall indicate the following:
 - the mandatory content elements pursuant to the currently effective Hungarian legal statutes;
 - if it is available and customer has given it to Service Provider, TS-HU's order number in SAP;
 - the period of performance pursuant to the Act on Accounting if Parties agreed on periodical settlement of accounts pursuant to Art. 58 of the Act on VAT.

6. GUARANTEE, WARRANTY

- 6.1. **If Service Provider shall remedy a defect in case of a defective product or service, then unless Parties agree otherwise, it shall start such remedying within the shortest reasonable deadline upon becoming aware of defect but in any case, not later than within 5 (five) workdays and do it continuously until such defect is completely eliminated.** If in case of a defective product or service, Service Provider shall replace it, it shall provide for such replacement within the same deadline. Service Provider acknowledges that TS-HU has an increased interest in compliance with provisions in this section, therefore violation of the provisions herein shall be deemed to be a severe breach of contract.

- 6.2. If Service Provider fails to meet the deadlines in section 6.1. herein, TS-HU shall have the right to do remedying and replacement itself or have it done by another person at Service Provider's cost. TS-HU shall also have this right if remedying or replacement shall be done without delay (in particular, if it is necessary for TS-HU's continuous activities).

7. COOPERATION AND KEEPING CONTACT

- 7.1. Parties shall notify each other without delay of any circumstances endangering or hindering the contractual performance of Service, especially performance within deadline.
- 7.2. Representing TS-HU, its employees and representatives (in particular but not limited to the integrated control system manager, the experts in charge of welding and quality control and TS-HU's other appointed experts) shall have the right to perform preliminary product or manufacturing process control at Service Provider's or its subcontractor's seat and premises. Service Provider shall make such control possible at its subcontractors. Certifying control shall not exempt Service Provider from the consequences of faulty performance or from its obligation to supply products of proper quality or provide such Service, and does not exclude TS-HU's refusal to accept faulty products of improper quality or make use of such Service or TS-HU's exercising its other related rights.
- 7.3. Parties shall deliver their declarations and notifications to each other in written form by mail, electronically or in person. Unless Parties agree otherwise, they accept the communications made by email between themselves as written communication if the provisions herein are complied with. During communication by email, messages to TS-HU shall be sent to the address set forth in Contract or in lack of this, to the address set forth in section 1 of these GCTC.
- 7.4. Any mail shall be deemed to be delivered on the date the acknowledgement of receipt certifying posting is signed, or if the addressee refuses to take it over, on the date delivery is attempted. If delivery is unsuccessful because addressee does not take mail over (sender gets receipt with the indication: UNCLAIMED), mail shall be deemed to be delivered on the 5th workday upon the second attempt at delivery.
- 7.5. In lack of other Party's express acknowledgement of receipt, any communications by email shall be deemed to be delivered at 9 a.m. on the workday following the sending thereof.
- 7.6. Any communications delivered personally shall be deemed to be delivered on the date of the handover thereof, which shall be recorded in a written acknowledgement of receipt.

8. APPLICABLE LAW AND ARBITRATION CLAUSE

- 8.1. Parties' legal relation shall be governed by Hungarian law. Any issues unregulated in these GCTC shall be governed by the relevant Hungarian legal statutes and in particular, by the relevant provisions of the Civil Code. Parties shall make an effort to settle their legal disputes amicably, through negotiations but if this yields no result, they agree to submit such legal issues to the exclusive jurisdiction of Miskolc District Court and Miskolc Regional Court depending on sphere of competence.

9. CONFIDENTIALITY

- 9.1. Parties agree to treat the content of Contract and all and any information disclosed to them on the basis thereof (hereinafter referred to altogether in this section as Information) as a business secret. In view of this, Parties shall not disclose Information to any third parties except if they are obliged

to do so by law or administrative or court decision, or other Party has given its prior written consent to it.

- 9.2. For the purpose of confidentiality, Party's owner, employee, subcontractor, contributor or Affiliated Company shall not be deemed to be a third party but Party shall make sure that these persons also fulfil the confidentiality obligation hereunder.
- 9.3. The confidentiality obligation shall not be affected by the termination of Contract but shall survive it for an unlimited period.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Unless prior to the conclusion of Contract, Service Provider informs otherwise, Service Provider shall be deemed to be the exclusive owner of the personal and proprietary rights of the intellectual works made by it. By signing Contract, Service Provider agrees to TS-HU using the intellectual works created during the performance of Contract (including but not limited to copyright works, marks under trademark protection, design protection) without geographical limitation, for an indefinite term, in all and any forms of use and to any degree. In case of any marks under trademark protection and works under design protection or any other form of protection of industrial property rights, Service Provider agrees to TS-HU submitting the application for protection to the Hungarian Intellectual Property Office as owner and Service Provider agrees to make all the necessary information and documents available to TS-HU. TS-HU shall have an exclusive right of use. The right of use expressly covers the copying of the works created electronically and in any other form as well as the publishing, distributing, revision, public presentation and use by a third party thereof. The license of use shall not be limited either geographically, with respect to the number of users or in any other way. Unless Parties agree otherwise, the consideration set forth in Contract shall also include the consideration for the right/license of use.
- 10.2. Parties expressly set forth that if the ways of use determined in these GCTC change/extend under the term of Contract in the way as to make possible the implementation of the ways of use known at the time of the conclusion of Contract and determined in Contract more efficiently, under more favourable conditions or in better quality, the license of use acquired with Contract shall cover such changed or extended ways of use, as well.
- 10.3. Parties set forth that TS-HU shall have the right to assign the right of use specified above to any third party in full or in part without Service Provider's consent or giving Service Provider any consideration or permit further use free of charge or in return for consideration. TS-HU expressly stipulates that unless TS-HU declares otherwise in writing, Service Provider shall not sell any works created during the performance of Contract to any third party or shall not grant any third party a right of use of any scope concerning them.

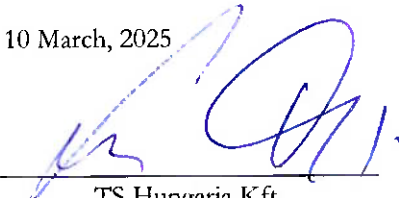
11. OTHER PROVISIONS

- 11.1. Service Provider has become aware of and accepts TS-HU's data processing information sheets (including 'Data processing information sheet for contractual partners entering TS Hungaria Kft's seat' and the data processing information sheet concerning website), accessible under menu item 'Data protection' on the website operated by TS-HU (www.tshungaria.hu).
- 11.2. Should any provisions in these GCTC prove to be invalid, this shall not affect the validity of other provisions in these GCTC or in Contract unless law provides otherwise. In such a case, Parties shall replace the invalid part(s) with a valid provision best reflecting Parties' original intent.
- 11.3. **Parties' prior agreements, correspondence or other legal declarations shall not become part of Contract. No custom that Parties agreed on the application of in their past business relation or no practices they developed between themselves in the past shall become part**

of Contract. No custom widely known and consistently applied by parties in similar contracts in the relevant business sector shall become part of Contract.

- 11.4. The provisions herein printed in bold type and underlined substantially deviate from law or standard business practice.
- 11.5. These GCTC are drawn up in the Hungarian language. If these GCTC are translated into any language, such translations shall only serve information purposes therefore Parties expressly set forth that in case of any deviation in text or interpretation problem, the original Hungarian language version shall prevail.

Dated Miskolc, 10 March, 2025



TS Hungaria Kft.
represented by: Gábor Lehóczki and
Albert Kőszeghy managing directors

Service Provider

TS Hungaria Kft.
3527 Miskolc, Kandó Kálmán tér 1
Adószám: 11065106-2-05
5.