

General Purchase Terms and Conditions DEKRA Rail B.V.

Version May 2015

The user of these General Delivery Terms and Conditions ("General Terms") is DEKRA Rail B.V., having its registered office in Utrecht. These General Terms are available on request and are deposited at the Chamber of Commerce in Utrecht under number: 27141477.

Article 1 - Definitions

The concepts mentioned in this article are understood to have the following meaning in these General Terms and Conditions.

- DEKRA Rail: DEKRA Rail B.V., having its registered office in Utrecht;
- Products: all goods and/or services in the broadest sense of the word delivered to DEKRA Rail by Supplier;
- Supplier: each natural person or legal entity which negotiates with DEKRA Rail regarding the conclusion of an Agreement and/or concludes an Agreement with DEKRA Rail;
- Agreement: every (umbrella)agreement between DEKRA Rail and Supplier, every amendment or complement to that agreement and every juristic act concerning the conclusion and the execution of the Agreement;
- Order: DEKRA Rail's acceptance of the issued Offer and/or DEKRA Rail's order issued to the Supplier;
- Offer: every written offer of Supplier holding the delivery of certain Products for a certain price.

Article 2 - Applicability

- 2.1. The General Terms apply to all Offers, all Orders and all Agreements (to be) concluded between DEKRA Rail and Supplier.
- 2.2. The application of general terms of Supplier and/or third parties, regardless how these general terms may be referred to, is hereby explicitly rejected.
- 2.3. Deviation from the General Terms is only possible if explicitly agreed upon in writing.
- 2.4. In case of voidness, annulment or otherwise inapplicability of (a part of) one or more provisions of the General Terms, the other provisions shall remain in full effect. As the occasion arises the Supplier and DEKRA Rail shall act in accordance with the meaning of the void, annulled or inapplicable provision(s) as much as possible. The parties shall forthwith consult each other in order to complement the occurred blank.

Article 3 – Conclusion and duration of the Agreement

- 3.1. The request for an Offer by DEKRA Rail is always without obligation, unless explicitly indicated otherwise by DEKRA Rail.
- 3.2. Offers, tenders, statements, quotations and other reports of the Supplier are deemed to be binding and non-revocable and Supplier guarantees its correctness and completeness.
- 3.3. An Agreement is concluded:
 - by the acceptance of an Offer by DEKRA Rail by means of an Order, in which case the date and time of the sending of the Order is decisive; or
 - by the acceptance of an Order by Supplier or by its starting the execution of the Order;

The text of the Order is leading. In the case the Order deviates from the Offer, the Agreement is concluded in accordance with the Order, unless Supplier objects against the Order within five working days. In the case of partial acceptance of an Offer, the Agreement is concluded for the accepted part of the Offer against a corresponding part of the price quoted.

- 3.4. In case no Agreement is concluded, DEKRA Rail is never obliged to pay for any costs or expenses of Supplier. Preparatory actions or Products delivered by the Supplier before the Agreement is legally concluded,

take place at the sole expense and risk of the Supplier and DEKRA Rail is never obliged to pay for any costs in connection therewith.

- 3.5. Amendments to an Agreement are only valid if and in so far explicitly agreed upon in writing.
- 3.6. The carrying out and the invoicing of additional or less work and/or additional or less Products is only permitted if DEKRA Rail has granted explicit approval in writing.
- 3.7. Agreements are entered into for an indefinite period of time, unless from the nature, the contents or the meaning of the Agreement arises that the Agreement is entered into for a fixed period of time. DEKRA Rail is entitled to terminate every Agreement by observing a notice period of one month.
- 3.8. Supplier guarantees the correctness and completeness of data, designs, specifications, samples, documentation and other information provided, unless the incorrectness or incompleteness was evident for DEKRA Rail.

Article 4 – Pricing and payment

- 4.1. The prices agreed upon are fixed and cannot be revised, unless otherwise agreed upon in writing. The revision only comes into effect after three months as of the moment Supplier informed DEKRA Rail accordingly in writing.
- 4.2. Prices are in Euro's and excluding turnover taxes ("VAT"). Supplier bears the exchange risk.
- 4.3. Invoices shall be sent to DEKRA Rail provided with the required supporting documents. Invoices shall be complete and shall mention the number of the Agreement, the creditor-number and the Order number as well as a specification of the Products delivered. Incomplete invoices may be returned to Supplier.
- 4.4. Payment of the invoice either takes place within 60 days after the delivered Products are approved by DEKRA Rail in writing or within 60 days following the receipt of a complete and correct invoice, such as at the sole discretion of DEKRA Rail.
- 4.5. (Partial) payment of an invoice by DEKRA Rail never implies acknowledgement of the correct performance of Supplier, nor does it imply acknowledgement of the claim of Supplier.
- 4.6. Supplier is not allowed to send and DEKRA Rail does not accept partial invoices, unless DEKRA Rail has granted explicit approval of the partial delivery of the Products in writing.
- 4.7. DEKRA Rail is entitled to deduct amounts from the invoiced amount and/or to set off the invoiced amount against any counterclaim it might have against Supplier.
- 4.8. Payments by DEKRA Rail first serve to reduce the principal amount, then to reduce the interest that might be payable and last to reduce any other outstanding costs.
- 4.9. Notwithstanding the provisions of section 6:119a Dutch Civil Code ("Burgerlijk Wetboek") damages due to the overdue payment by DEKRA Rail are calculated with due observance of the statutory interest rate of section 6:119 Dutch Civil Code.
- 4.10. Supplier renounces (in advance) its power to exercise any right of retention against DEKRA Rail.

Article 5 – Delivery, packaging and shipping

- 5.1. Prices are based on and the Products are delivered in accordance with DDP (Delivered Duty Paid) as defined in the Incoterms 2010 at the location(s) indicated by DEKRA Rail.
- 5.2. Without prejudice to article 5.1 prices include: travel expenses from and to the location of DEKRA Rail, sojourn expenses, shipping expenses, packing costs, transportation expenses, costs of loading and unloading, insurance costs and all other costs, unless explicitly agreed otherwise in writing.

- 5.3. The term of delivery is a fatal term. If Supplier exceeds the term of delivery, it forfeits an immediately payable penalty for late completion of two percent of the amount of the Order (excluding VAT), with a minimum of EUR 1,000.-, without DEKRA Rail being obliged to prove any damage and without prejudice to its other rights, including its right to claim performance or damages.
- 5.4. DEKRA Rail shall be entitled to postpone the agreed term of delivery. In this case Supplier shall soundly pack, and recognizably and separately store, conserve and insure the Products. The costs hereof shall be at the expense of DEKRA Rail, provided them to be in conformity with the market.
- 5.5. In case it is foreseeable that Supplier will exceed the term of delivery, Supplier shall forthwith inform DEKRA Rail accordingly stating the reasons and the expected term of the delay. In case Supplier fails to inform DEKRA Rail in a timely manner, Supplier forfeits its right to invoke force majeure. The reporting of a delay does not affect DEKRA Rail's rights, including its right to dissolve the Agreement and/or to claim damages, to postpone the agreed term of delivery and/or to have the Agreement fulfilled by a third party at the expense of Supplier.
- 5.6. The Products must be packed properly. Without prejudice to article 7, Supplier is liable for any damages incurred during the transportation and/or the loading and unloading of the Products.
- 5.7. The packaging of the Products needs to contain all relevant information. In the case of partial delivery each parcel needs to indicate which Products and/or parts thereof it contains.
- 5.8. The Products need to be accompanied by all documents required for delivery, such as consignment notes, packing slips and border crossing documents, as well as all documents related to the Products such as user manuals, maintenance manuals, models, specifications and (test) certificates, which documents constitute an integral part of the Products to be delivered.
- 5.9. Packaging (material) on loan is returned at the expense and risk of Supplier. Supplier is obliged to either take back the packaging and/or waste free of charge or to bear the costs of disposal thereof by DEKRA Rail.

Article 6 - Ownership and (intellectual) property rights

- 6.1. The complete and unencumbered ownership and the risk of the Products transfers to DEKRA Rail after the Products have been delivered to and approved by DEKRA Rail.
- 6.2. At first request of DEKRA Rail, the ownership of the Products transfers to DEKRA Rail at an earlier stage.
- 6.3. Supplier guarantees that the use of the Products, including the re-selling of the Products, shall not infringe any (industrial and/or intellectual property) rights of third parties.
- 6.4. Supplier indemnifies DEKRA Rail against all claims relating to the (alleged) infringement on these rights and compensates DEKRA Rail for all costs and damages resulting from the infringement. Supplier shall at its own expense ensure that a right of use is established for DEKRA Rail, or replace the Products in order to stop the infringement, all without prejudice to DEKRA Rail's other rights.
- 6.5. The (industrial and intellectual property) rights on, related to or in connection with to Products or the methods or techniques which have been developed, manufactured, designed, delivered or disposed, including but not limited to the Products, information, models, concepts, tools, documents, drawings, tooling, auxiliary products, knowhow, materials, sources and customized equipment and software in connection with the Agreement belong exclusively to DEKRA Rail.
- 6.6. Supplier undertakes (in advance) to transfer any (industrial and/or intellectual) property rights and/or (auxiliary) Products it might have acquired within the

scope of the Agreement to DEKRA Rail by the end of that Agreement.

Article 7 – Liability and indemnity

- 7.1. Supplier shall be liable for all direct and indirect damages of any nature suffered by DEKRA Rail or a third party due to:
 - a default as referred to in article 8.1;
 - non fulfillment or late fulfillment of any obligation arising from law, the Agreement or the General Terms;
 - the incorrectness or incompleteness of information provided by the Supplier;
 - acts or omissions of the Supplier, its employees and/or third parties it has involved with the fulfillment of the Agreement.
- 7.2. Supplier indemnifies DEKRA Rail for all claims of third parties pursuant to a liability as referred to in article 7.1 and Supplier shall fully compensate DEKRA Rail for these claims. For the purposes of this article third parties shall include employees and other staff of DEKRA Rail.
- 7.3. Supplier guarantees that it is sufficiently insured against statutory and contractual liability and that it has paid all insurance premiums and shall pay all insurance premiums during the Agreement. At the first request of DEKRA Rail the Supplier shall provide DEKRA Rail with a copy of its insurance policy and proofs of payment.
- 7.4. The following situations shall never be considered a ground for force majeure of Supplier: strikes or other (whole or partial) company breakdowns (due to whatever circumstances, including but not limited to: fire, explosion, lightning and molestation) of Supplier or its supplier, transportation issues, virus attacks, (external) network issues, power failures and all comparable situations.
- 7.5. The liability of DEKRA Rail against Supplier, its employees and/or third parties is limited to the amount that will be paid by DEKRA Rail's insurance company. If, for any reason, the insurance company does not grant payment, the liability of DEKRA Rail is limited to a maximum of two times the amount of the Order (excluding VAT).
- 7.6. DEKRA Rail cannot, under no circumstance, be held liable for consequential damages, loss of profits, indirect damages, damages suffered by third parties and/or trading loss, except in the case of gross negligence or intention.

Article 8 – Warranty and quality

- 8.1. Supplier warrants the functioning and the quality of the delivered Products for a period common in the branch concerned with a minimum of twelve months following the date of commissioning by DEKRA Rail. During this period Supplier guarantees, inter alia, the Products to (be):
 - fully in accordance with the promised and agreed specifications and requirements;
 - appropriate for the purpose and circumstances of use by DEKRA Rail;
 - comply with the highest standards of safety, quality, health and environment in the branch concerned;
 - consist of the highest quality of materials and elements;
 - manufactured with good craftsmanship;
 - comply with the highest statutory requirements and governmental regulation;
 - free of any defects.
- 8.2. DEKRA Rail has the right to examine the Products, both in advance, during and after the delivery, as well as to inquire about the nature and progress of the production process of Supplier and the materials, techniques and equipment used, in the broadest sense

of the word. Supplier shall fully cooperate with and bear the costs of such examination.

- 8.3. In case the Products do not fulfill the requirements as referred to in article 8.1;
- DEKRA Rail is entitled to return the Products at costs of the Supplier;
 - DEKRA Rail is entitled to demand repair or replacement of the Products by Supplier free of charge, at costs of the Supplier within a period to be determined by DEKRA Rail;
 - DEKRA Rail is entitled to have the Products repaired or replaced by a third party at the costs of Supplier; and/or
 - DEKRA Rail is entitled to (partially) dissolve the Agreement without a notice of default and without judicial intervention,
- without being liable for any damages and without prejudice to its other rights.
- 8.4. For replaced of repaired (parts of) Products, a new warranty period as referred to in article 8.1 commences.
- 8.5. DEKRA Rail may inform Supplier of any defect during a period of twelve weeks as of the delivery of the Products.
- 8.6. In case of defects which are not easily discovered, DEKRA Rail needs to inform Supplier within twelve weeks after the discovering the defects.
- 8.7. Any rights or actions and any defenses concerning the non-conformity of the Products are prescribed by five years as of the notification of DEKRA Rail. This period does not commence as long as DEKRA Rail cannot enforce its rights due to the actions or omissions of Supplier.

Article 9 - Confidentiality

- 9.1. Confidential information is understood to include at least the following information: the existence of the Agreement and everything the Agreement consists of, company information about DEKRA Rail, information about the (business) operations and information about the working methods of DEKRA Rail, technical and commercial information about DEKRA Rail, personal details about the employees of DEKRA Rail and third parties involved with DEKRA Rail, information that might lead to customers of DEKRA Rail and models and concepts of DEKRA Rail.
- 9.2. Supplier guarantees that all information whereof it (reasonably) knows that it is confidential will be kept secret, both during and after the fulfillment of the Agreement and this information will only be used for the purpose of the Agreement, by Supplier itself, its employees, third parties and people involved by Supplier, and their employees and people involved. On the first request of DEKRA Rail the parties referred to in this article shall individually sign a confidentiality statement drafted by DEKRA Rail.
- 9.3. If any of the parties referred to in article 9.2 breach the confidentiality, Supplier forfeits an immediately payable penalty EUR 25,000.- for every breach without a notice of default being required and without prejudice to DEKRA Rail's right to claim full damages.

Article 10 – Fulfillment and transfer of rights and obligations

- 10.1. Supplier is not entitled to (partially) transfer its rights and obligations arising from the Agreement to third parties without prior written consent of DEKRA Rail.
- 10.2. Supplier is not entitled to (partially) outsource the fulfillment of the Agreement to third parties without prior written consent of DEKRA Rail.
- 10.3. The consent of DEKRA Rail does not release Supplier of its obligations arising from the Agreement. Supplier indemnifies DEKRA Rail for claims of third parties resulting from the outsourcing of the fulfillment of the Agreement to third parties.
- 10.4. If Supplier breaches (one of the) provisions of this article, it forfeits an immediately payable penalty of

EUR 25,000.- for every breach without a notice of default being required and without prejudice to DEKRA Rail's right to claim full damages.

Article 11 – Non-performance and dissolution

- 11.1. If Supplier does not, not timely or not fully fulfill (one of the) obligations arising from the Agreement or the General Terms, it is in default by operation of law.
- 11.2. In case of such default, DEKRA Rail is entitled to suspend its obligations arising from the Agreement and/or to (partially) dissolve the Agreement with immediate effect without prejudice to DEKRA Rail's other rights and without DEKRA Rail being liable for damages, by means of a written notice without judicial intervention or a notice of default being required.
- 11.3. In case of an attributable failure to perform, Supplier forfeits an immediately payable penalty of 2% of the amount of the Order (excluding VAT) for each working day with a minimum of EUR 1,000.-, without prejudice to DEKRA Rail's other rights, including the right to claim full damages or fulfillment.
- 11.4. All costs, both extrajudicial and judicial, incurred by DEKRA Rail in connection with the enforcement of its rights vis-à-vis Supplier shall be at the expense of Supplier.
- 11.5. DEKRA Rail is entitled to dissolve the Agreement with immediate effect by means of a written notification without any (further) notice of default or judicial intervention being required and without prejudice of its other rights, if Supplier:
- is ordered into bankruptcy, is admitted to the statutory debt rescheduling arrangement ("Wettelijke Schuldsanering Natuurlijke Personen") or if either of this has been requested, assigns an estate or if an (pre-judgment or enforceable) attachment is vested on (a part of) its assets;
 - is placed under guardianship or loses its power to dispose of property;
 - discontinues, liquidates, dissolves or transfers (a part of) its business, including bringing its business into another company or changing the object of the company;
 - deceases; and/or
 - fails to (timely or partially) fulfill any statutory obligation or any obligation arising from the Agreement or the General Terms.
- 11.6. Supplier indemnifies DEKRA Rail for all claims of third parties related to the dissolution of the Agreement by DEKRA Rail.
- 11.7. In all cases as described in this article, all the present and future claims of DEKRA Rail are immediately and fully due and payable.

Article 12 – Personnel

- 12.1. In case Supplier deploys personnel to DEKRA Rail, the following applies in addition to the other articles of the General Terms.
- 12.2. DEKRA Rail is entitled to appoint one or more persons to maintain contact with Supplier and its personnel.
- 12.3. Prior to the carrying out of the activities, Supplier provides DEKRA Rail with a copy of the valid passport of the personnel and (if applicable) a copy of the Declaration Working Relationship ("Verklaring Arbeidsrelatie, V.A.R.")
- 12.4. Supplier is obliged to list the hours worked by its personnel in a timesheet system. An outline of the hours worked in a week will be submitted for signature with the contact as referred to in article 12.2 within five working days after that week has ended.
- 12.5. Unless otherwise agreed upon, DEKRA Rail will only remunerates worked hours on the basis of a timely submitted and signed outline of worked hours. Travelling time does not apply as worked hours and will not be remunerated. The carrying out of additional

- or less work or overtime is only permitted with prior and explicit written permission of DEKRA Rail.
- 12.6. Any leaves of personnel are at the expense of Supplier. Leaves may only be permitted by Supplier in case of prior and explicit written permission of DEKRA Rail.
 - 12.7. In derogation of article 3.7 DEKRA Rail is entitled to terminate every Agreement by observing a notice term of one week.
 - 12.8. Supplier guarantees to meet its obligations against the tax authorities ("Belastingdienst") and the Institute for Employee Benefit Schemes ("Uitvoeringsinstituut Werknemersverzekeringen"/"UWV") both timely and strictly, including but not limited to the payment of turnover tax, income tax, social insurance contributions. Supplier indemnifies DEKRA Rail for all claims to pay the taxes and contributions payable by Supplier.
 - 12.9. At first request of DEKRA Rail, Supplier provides DEKRA Rail with a declaration of the tax authorities or the Institute for Employee Benefit Schemes signed by an authorized registered accountant or certified by the issuer concerning the correct, complete and timely return and payment of the taxes and contributions as referred to in article 12.8.
 - 12.10. In case DEKRA Rail is (statutory) obliged to deduct any amounts or DEKRA Rail is or may be held liable for payment concerning the taxes and contributions as referred to in article 12.8 or if Supplier fails to provide a declaration as referred to in article 12.9, DEKRA Rail is entitled to suspend payment against Supplier and/or to deduct the amount of taxes and contributions from the invoiced amount and/or to dissolve the Agreement with immediate effect without being liable for any damages suffered by Supplier or third parties and without prejudice to DEKRA Rail's other rights.
 - 12.11. DEKRA Rail is entitled to pay a certain amount of its payment obligations, determined by DEKRA Rail, on a frozen account of Supplier.
 - 12.12. In case Supplier (partially) outsources the fulfillment of the Agreement to third parties with due observance of article 10.2, it is obliged to impose the obligations arising from this Agreement and the General Terms on these third parties. The outsourcing is at the sole expense and risk of Supplier.
 - 12.13. Supplier guarantees the quality, integrity, expertise and behavior of the personnel. Supplier also guarantees that the personnel will not disturb the (business) operations of DEKRA Rail, that the personnel will follow the instructions of DEKRA Rail and that the personnel will comply with the internal and behavioral rules of DEKRA Rail.
 - 12.14. In case (based on the sole discretion of DEKRA Rail) the personnel does not (fully) meet the requirements as referred to in article 12.13, or in case the personnel is not capable or willing to carry out the work properly

- or in case the confidence of DEKRA Rail has been violated, DEKRA Rail is entitled to a replacement of the personnel. In case Supplier does not (timely) replace the personnel, DEKRA Rail is entitled to hire personnel from third parties at the expense of Supplier without prejudice to its other rights.
- 12.15. The qualifications of the replacement personnel have to at least be equal to the qualifications required for the replaced personnel.
 - 12.16. In case the replacement personnel is more qualified than the replaced personnel, DEKRA Rail is obliged to pay only the fees originally agreed on for the replaced personnel.
 - 12.17. The costs of preparing the replacement personnel for the work are at the expense of Supplier.

Article 13 - Audit and inspection

- 13.1. Without prejudice to article 8.2 and DEKRA Rail's other rights, DEKRA Rail is in case of an inspection or an audit at all times authorized to verify the nature and the manner of the progress of the production process, the deliveries and/or the execution of the Agreement and the raw materials and machines used in connection therewith, without prejudice to its other rights.
- 13.2. The Supplier shall always grant its full cooperation to an inspection or audit by or on behalf of DEKRA Rail; the inspection or audit should, however, disrupt the production process as little as possible and the Supplier shall be authorized to impose additional rules on the inspection or audit without thus rendering the same impossible.
- 13.3. If the audit or the inspection is conducted by an independent body the costs of the activities of this body shall be at the expense of the Supplier in case the result of the audit is negative.

Article 14 - Closing provisions, applicable law, competent Court

- 14.1. Dutch law shall exclusively apply to the Offer, Order, General Terms, Agreement and the legal relationship between Supplier and DEKRA Rail. The applicability of the Vienna Sales Convention is hereby explicitly excluded.
- 14.2. All disputes arising from the Agreement and the legal relationship between Supplier and DEKRA Rail shall at first instance be exclusively submitted to the court of Midden Nederland. DEKRA Rail may deviate from this competence rule and apply the statutory competence rules.
- 14.3. The translation into English of the Dutch 'Algemene Inkoopvoorwaarden van DEKRA Rail B.V.' is for reading purposes only. In case of a dispute between the parties the Dutch version shall prevail.