

# STADLER STANDARD PURCHASE TERMS

Valid since: 6 September 2021

**Issues not otherwise regulated in the Order, its confirmation and in the contract between the Parties shall be governed by the provisions of this SPT.**

## 1. Definitions

1.1 **"Stadler"**: any Stadler company operating in Hungary founded or partly owned by the Swiss companies Stadler Bussnang AG and/or Stadler Rail AG, or their legal successor(s).

1.2 **"Goods"**: the item (material, goods, tools, equipment, services, etc.) specified in the Order, which the Supplier is obliged to deliver to the Customer in accordance with the Contract, together with the complete documentation and services relating thereto.

1.3 **"Parties"**: Supplier and Customer

1.4 **"Customer"**: the Stadler company that places an Order with the Supplier.

1.5 **"Order"**: the Customer's offer to purchase the Goods, the acceptance of which by the Supplier without modification or the confirmation of modifications by the Customer shall create contractual rights and obligations between the Parties.

1.6 **"Contract"**: the Order and its confirmation or performance and these Standard Purchase Terms (SPT) together.

1.7 **"Purchase Price"**: the price for the Goods as specified in the Order. The Purchase Price also includes the costs set out and detailed in the Order. The Purchase Price shall include packaging, delivery to the place of performance, insurance and all incidental and handling costs, including the costs of any import licence (DDP, Incoterms 2010); VAT shall be shown separately.

1.8 **"Supplier"**: The Seller who is obliged under the Contract to deliver the Goods to the Customer.

## 2. Performance

The Supplier shall, for a Purchase Price, deliver the Goods of the quantity, quality and kind specified in the Order to the Customer at the time, place and on the terms and conditions specified in the Order, with reasonable expertise and care. Unless otherwise stated, the Goods shall be of first class quality.

The delivery address is the address indicated in the Order or, in the absence of such specifications, the Customer's premises.

At the time of delivering the Goods, the Supplier shall hand over the document certifying the quality of the Goods, other supporting documents and information in Hungarian required for the proper use, maintenance and repair of the Goods (e.g. instructions for use, all documentation required for installation and putting into service). Delayed, incomplete or non-fulfilment of these information obligations shall entail the Supplier's liability under warranty even if the Goods are accepted.

The Supplier shall deliver the Goods in the appropriate packaging as required by law or the Order or, in the absence of such specifications, in packaging that ensures that the integrity and quality of the Goods are preserved throughout the period of transport, loading and unloading. All packages and documents must bear the Customer's Order number and the exact delivery address. All packages must be accompanied by a detailed packing list.

Supplier shall confirm the order in writing within 3 working days of receipt of the Order.

If the Supplier accepts the Order as modified or sends it late, the contract between the parties shall only enter into force if the Customer confirms the modified or late offer in writing.

The deadline for performance shall mean the date specified in the confirmed Order by which the Supplier must offer the Goods for acceptance by the Customer at the place of performance.

The Supplier shall only be entitled to pre-delivery if its request for pre-delivery has been accepted by the Customer in writing in advance.

The Supplier shall notify the Customer of the specific details of the dispatch and the Goods by fax and/or electronic means at the time specified in the Order.

Prior to acceptance of delivery, the Customer shall be entitled to inspect the quantity and quality of the Goods itemized or, at the Customer's option, by random sampling.

The right of ownership and possession of the Goods and the risk of damage shall pass to the Customer upon acceptance of delivery of the Goods at the place of performance. The place of performance shall be the Customer's premises.

## 3. Terms of payment:

In the case of contractual performance of the obligations set out in the Contract, the Supplier shall be entitled to submit an invoice.

The Supplier shall be entitled to submit an invoice only for deliveries that have actually been carried out without any quantitative and qualitative defects and confirmed by the Customer, together with documents proving that the delivery has been carried out (signed delivery certificate, certificate of contract completion, handover-takeover report, training report, etc.).

The Supplier shall issue the invoice correctly in terms of content, form and numerical precision in accordance with the applicable legal provisions and the Contract, and shall send the original invoice by post to the Customer. No payment shall be made in the absence of the required documents attached.

The invoice must contain the following information:

- order number
- number of delivery certificate / number of the certificate of contract completion

Payment of the invoice shall not constitute a waiver of any of the Customer's rights under the contract or by law.

The Customer shall have the right to deduct from the purchase price the amount of any penalty due from the Supplier and may settle any overdue debt of the Supplier against this amount.

The Customer shall pay the invoice amount in full compliance with the legal requirements in force at the time by bank transfer within 30 days of receipt, unless the Parties agree otherwise. Payment shall be made in the currency specified in the Order; or if not specified, in Hungarian forints.

The Customer's payment obligation shall be deemed to have been fulfilled on the date of debiting its bank account.

The Customer does pay any deposit.

In the event of late payment, the Customer shall pay interest on arrears at the rate of the base rate of the central bank of Hungary.

## 4. Warranty and guarantee

The Supplier warrants the contractual performance of the Goods for at least the following period:

12 months from the date of handover-takeover of the Goods, but if installation is required not more than 24 months from the date of installation, or, in the case of Goods ordered for long-term use, 36 months, but not more than 48 months from the date of handover-takeover of the Goods.

In addition, the Supplier shall provide the Customer with the manufacturer's warranty for the Goods, the duration of which shall not be less than the period prescribed by law.

The Supplier warrants and guarantees that the Goods will be in conformity with the Contract, i.e. that at the time of performance the Goods:

- (a) comply with the terms of the Order, with legal regulations (including the law on product liability) and with the requirements of authorities,
- (b) conform to the purpose(s) for which they were manufactured and sold, and for which the Customer will use the Goods, including for any specific purposes of which the Supplier is or should be aware,
- (c) free from defects (including latent defects),
- (d) free from any claim or right of any third party,
- (e) will be legally owned by the Customer.

If the Goods do not conform to the above and/or the characteristics set forth in the Contract during the warranty or guarantee period, the Supplier shall, upon receipt of written notice from the Customer, immediately remedy such defects, at its own expense, as per the Customer's choice:

- (a) repair the defects in their entirety, or
- (b) replace the Goods, or
- (c) offer a price reduction to the Customer.

If the Supplier fails to repair or replace the defective or nonconforming Goods within 5 working days of the Customer's request, or at the latest within the time specified by the Customer, the Customer shall be entitled, subject to prior notice to the Supplier,

to repair or replace the Goods or commission a third party to do the same at the Supplier's expense.

The Supplier shall be liable to indemnify the Customer against any claim by a third party against the Customer arising out of or in connection with a breach of any warranty.

#### **5. Supplier's obligation to inform**

During the term of the Contract, the Supplier shall immediately notify the Customer in writing if it faces enforcement proceedings, is involved in liquidation proceedings or goes into administration, or if its competent body decides to wind it up, or if its solvency deteriorates for any reason to an extent that may jeopardise the full performance of the Contract. The Supplier shall notify the Customer in writing of any significant change in its business (change of ownership, reduction of capital, change of management, etc.).

During the term of the Contract, the Supplier shall inform the Customer immediately in writing of any circumstances that may jeopardise the timely performance of the obligations under the Order or result in an unjustified increase in costs. In the event of discontinuation of production of the products and spare parts, the Customer shall be informed in advance by specifying the last opportunity to place an order.

#### **6. Penalty**

In the event of late performance, the Supplier shall be liable to pay a penalty for late performance as follows:

The penalty shall be 1% of the purchase price for each day of delay commenced, up to a maximum of 20%.

In case of reaching the maximum penalty or of the Customer's lapse of interest, the Contract shall be considered as not performed (failed). In the event of non-performance, the Supplier shall also be liable to pay a penalty for non-performance of 20% of the Purchase Price.

If the Supplier's performance is otherwise not in conformity with the Contract for any reason (defective performance), the Supplier shall pay penalty at the rate of 20% of the monetary consideration of the contractual obligation affected by the defective performance, or if this cannot be determined, of the total Purchase Price.

If the Supplier breaches its obligation of confidentiality under the Contract, it shall pay a penalty of HUF 1,000,000 per event, up to a maximum of 20% of the purchase price.

The total amount of the penalty may not exceed 40% of the purchase price.

The Customer shall be entitled to claim damages in excess of the penalty.

If the Goods are used in conjunction with other goods ordered by the Customer from a third party and the delay in delivery, defective performance or failure hinders the Customer's normal operations, the Supplier shall be liable to pay all costs and damages arising from the delay or failure in operation.

#### **7. Confidentiality**

The Parties declare that any data, facts, in particular but not limited to the existence and content of the Contract, of which they become aware in any way in connection with the signing and performance of the Contract in relation to the other Party and its activities shall be considered trade secrets and shall not be disclosed or made available to third parties or used for any purpose other than the performance of the Contract.

#### **8. Termination of the contract**

In case of the events referred to in this clause, the Customer shall be entitled, unless the nature of the Contract and the nature of the service preclude this and the service already received can be returned in full, to withdraw from the Contract with immediate effect by means of a written notice sent by registered mail without any obligation to pay compensation or, to terminate the Contract with immediate effect.

- a) Supplier breaches its obligation of confidentiality under the Contract, or
- b) Supplier, by its statements or conduct, damages the reputation of the Customer; or
- c) Supplier fails to meet the deadline for performance of the Contract and it is not in the Customer's interest to continue performance, or
- d) Supplier repeatedly or seriously breaches its obligations under the Contract in a way not specifically mentioned above,

e) Supplier is insolvent or has been declared bankrupt or is being wound up.

In the event of termination (withdrawal) with immediate effect, the Customer reserves the right to enforce its rights arising from the breach of contract.

#### **9. Industrial property rights, property rights**

The Supplier warrants that the Goods supplied do not infringe any industrial property rights or other proprietary rights of third parties. The Supplier shall compensate the Customer in full for any damages arising from such infringement.

All documentation, paperwork, drawings, models, templates, samples, computer programs, tools, etc. provided to the Supplier by the Customer shall remain the property of the Customer in their entirety and shall not be transferred or made available for inspection to third parties, copied or destroyed without the written permission of the Customer.

All documentation, paperwork, drawings, models, templates, samples, computer programs, tools, etc. provided by the Supplier in connection with the Goods shall become the property of the Customer.

#### **10. Data protection provisions**

##### **10.1. Rights and obligations of the parties**

The EU General Data Protection Regulation (2016/679, "GDPR") and the Hungarian data protection legislation in force at the time shall apply to all data processing and data handling activities in connection with the Contract.

The Parties stipulate that the Customer and the Supplier shall be independently responsible for the lawfulness of their data processing. The Parties agree that they shall accordingly be individually responsible for the lawfulness of their data processing in connection with this Contract in accordance with the data protection principles (Article 5 GDPR) and in accordance with their legal basis.

Each Party shall independently fulfil its obligation to inform data subjects (Articles 13 and 14 GDPR).

Each Party shall be independently responsible for ensuring an adequate level of technical and organisational measures to protect the personal data it processes in relation to this Contract (Article 25 GDPR).

Each Party shall ensure that personal data processed by it in connection with this Contract are only accessible to those employees who are required to access the data in order to perform their duties, such as those who act for the purpose of signing and performing the Contract.

Each Party shall be independently responsible for ensuring an adequate level of protection of personal data processed in relation to this Contract against unauthorised access or unlawful treatment, accidental loss, destruction or damage or any other personal data breaches (Article 32 GDPR).

Each Party shall independently ensure the handling of any data protection incident that may affect the personal data processed in connection with this Contract and notify the data protection authority as well as the data subjects of the incident (Articles 33 and 34 GDPR).

Each Party shall be independently responsible for keeping records of its data processing activities in relation to this Contract (Article 30 of GDPR).

Where either Party uses a processor to perform the Contract between the Parties, the Party using the processor shall enter into a written data processing contract in accordance with Article 28 GDPR.

If the personal data processed by a Party in connection with this Contract is transferred outside the European Union or the European Economic Area, it shall ensure that such data are provided with some additional safeguards in accordance with Chapter V of the GDPR.

## 10.2. Subject matter and nature of the processing

The processing concerns the collection, transmission, use and storage of personal data necessary for the establishment and performance of the Contract between the Customer and the Supplier.

## 10.3. Possible purposes of data processing

- Billing
- Data necessary for the performance of the contract
- Contact information

## 10.4. Types of data processed

- Identification data
- Contact details
- Data necessary for the performance of the contract
- Data required for billing

## 10.5. Duration of data processing

- The identification and contact details will be kept until the contract is fulfilled.
- Data necessary for the performance of the contract will be kept until legal claims can be brought.
- Data required for invoicing will be kept for the retention period provided for by the applicable legislation.

## 10.6. Categories of data subjects

Employees and other personal contributors of the Supplier.

## 11. Applicable law, legal disputes

The parties shall attempt to resolve any disputes relating to the Contract by amicable means.

For the settlement of any disputes that cannot be settled amicably, the Parties agree to submit to the exclusive jurisdiction of the competent district court or tribunal of the Customer's headquarters. The Contract and its interpretation shall be governed by the rules of Hungarian law.

## 12. Other provisions

The Customer shall be entitled to transfer rights and/or obligations arising from individual contracts to other companies of the Stadler Group.

The Contract may only be amended by mutual agreement in writing, except for the provisions of the Standard Purchase Terms.

During the performance of the Contract, the contracting parties shall cooperate with each other and shall inform each other without delay of all relevant data, facts and circumstances affecting the Contract which arise in their respective interests.

The Supplier may only assign the Contract or certain part(s) thereof or certain rights or obligations or claims under the Contract to a third party provided it obtains the prior written consent of the Customer.

The Supplier undertakes to submit itself to the Supplier qualification procedure under the Customer's quality management system and to comply with its data reporting obligations.

By confirming or fulfilling the Order, the Supplier acknowledges that it has read and expressly accepted these Standard Purchase Terms. These Standard Purchase Terms shall prevail over any general terms and conditions of the Supplier.

For the sake of clarity, it is stated that the Supplier, by accepting or confirming the Order in any way or by fulfilling it, acknowledges that if the Order is placed electronically, the present Standard Purchase Terms, sent by e-mail as an attachment, shall also form part of the Contract.

The Parties consider the wording of the Standard Purchase Terms to be clear and understandable. They acknowledge that the contents of the Standard Purchase Terms do not violate the requirement of good faith and consider the contents to be justified.