

General Terms and Conditions of Purchasing and Ordering

These terms and conditions are applicable to any and all contractual relations between business associations or any third parties (hereinafter "**Supplier**") and the Knorr-Bremse Group Companies (hereinafter the "**Purchaser**").

1. Applicable Terms

1.1 The legal relationship between the Supplier and the Purchaser shall be governed exclusively by the following General Terms and Conditions of Purchasing and Ordering (hereinafter "Terms"). Any different, contrary or additional contractual terms of the Supplier are excluded. The Purchaser hereby expressly rejects them. Any different, contrary or additional contractual terms of the Supplier shall become an integral part of the contract only if and to the extent that the Purchaser has given express written approval of their validity. In the event of any discrepancy between a separate contract/general agreement approved by the Purchaser in writing and these Terms and Conditions, the terms and conditions of the separate contract/general agreement shall prevail.

1.2 This requirement for the Purchaser's approval shall apply in every case, in particular, when the Purchaser fulfills the contract unconditionally while being aware of the Supplier's terms not approved in a written form. Any unconditional take-over of goods and services (hereinafter "**Good/Services**") by the Purchaser and the payment of the relevant invoice without objection shall not be construed as the acceptance of the Supplier's general terms and conditions not specifically and explicitly approved by the Purchaser in writing.

1.3 These Terms and Conditions shall be valid to all future legal transactions with the Supplier.

2. Ordering

2.1 All contracts for delivery (including purchase orders and their confirmation) and release orders shall be in a written form. Purchase and release orders may also be sent in the following text form: fax, e-mail, EDI, Web EDI. Email recorded in KBU's electronic mail system, sent without a delivery error, shall be assumed to have become known and delivered to the addressee on the day of sending if sent before 14:00, and shall be considered to have become known and delivered to the addressee by 10:00 on the next business day if sent after 14:00. Fax messages shall be considered delivered at the time of sending indicated by the transmission certificate (log) provided by Purchaser's fax machine, confirming successful transmission. In the case of EDI and WEB EDI, the message shall be considered delivered to the addressee at the time electronically registered in the system.

2.2 ANY VERBAL AND ADDITIONAL AGREEMENTS AFTER THE CONCLUSION OF THE CONTRACT OR THE GENERAL AGREEMENT SHALL BE CONSIDERED VALID ONLY IF CONFIRMED BY THE PURCHASER IN WRITING.

2.3 At the Purchaser's request, the Supplier is obliged to prepare a binding cost estimate for the purchase order, free of charge.

2.4 THE PURCHASER IS ENTITLED TO REQUEST REASONABLE MODIFICATIONS TO THE MANUFACTURING AND DESIGN CONDITIONS RELATED TO THE GOODS/SERVICES. The consequences of any such modifications, in particular, those resulting in any increase or decrease of the costs or a change in delivery times, shall be determined together, in good faith by the parties and documented in a written form.

2.5 Should the Supplier fail to accept and confirm in writing an individual order within 8 calendar days of the date of receiving the order, the Purchaser shall be entitled to cancel the order at its discretion.

2.6 If the parties enter into a general agreement governed by these Terms and Conditions, an individual contract shall come into existence pursuant to these Terms and Conditions, in case the Supplier does not make any objection against this in a verifiable manner immediately, within a maximum of 2 business days; in such case the delivery deadline given in the order shall apply.

2.7 THE terms and conditions stipulated in the PURCHASER'S "QUALITY MANAGEMENT DIRECTIVE FOR PROCUREMENT" SHALL FORM AN INTEGRAL PART OF THE DELIVERY CONTRACT and shall be applicable to any materials built in (Direct Materials) and shall be

binding. The Supplier hereby confirms to have read and understood, and accepts to abide, and shall cause its subcontractors abide, by the said directive.

3. Prices, Payment

3.1 Without special agreement, all prices for deliveries are FCA (according to Incoterms 2010), including packaging. Should the Supplier undertake installation or assembly, he shall, failing a written agreement to the contrary, bear all necessary additional costs.

3.2 Unless otherwise agreed, the Purchaser shall fulfill its payment obligation upon the receipt of the "Goods/Services" and the Supplier's proper invoice, within 90 days. PAYMENT SHALL IN EACH CASE BE CONDITIONAL UPON THE ACCEPTANCE OF THE INVOICE BY THE PURCHASER. If an invoice received is found to have been improperly issued or is disputed by the Purchaser, the Purchaser shall be obliged to effect payment on the 90th day after receiving the revised and fully compliant invoice.

3.3 Should early delivery of the goods and services (hereinafter "**Consignment**") be accepted by the Purchaser, any claim for payment shall become due not earlier than on the originally agreed deadline for payment, that is, the originally agreed delivery date. In such case, the Purchaser specifically reserves the right to claim the reimbursement of additional costs up to the amount of costs arising from early delivery, in particular, storage costs.

4. Delivery and Delivery Dates, Late Delivery, Penalty

4.1 The Supplier shall adhere to the agreed delivery deadline and conditions. When a specific time is determined, the Goods/Services shall be considered delivered when taken over by the Purchaser at the agreed delivery address or the delivery address determined by same (place of delivery). Failing a written agreement to the contrary, delivery shall be made FCA (according to Incoterms 2010). In any other case, the Supplier shall discuss delivery with the Purchaser's carrier.

4.2 Partial deliveries and early deliveries are not permitted unless expressly agreed to in writing by the Purchaser.

4.3 Acceptance of late Consignments without reservation shall not be deemed to be a waiver of any rights to which the Purchaser is entitled due to late delivery.

4.4 Should the agreed delivery dates not be met by the Supplier, the statutory provisions shall apply. Should the Supplier anticipate difficulties that may prevent him from delivering on time or in the agreed quality, he shall notify the Purchaser thereof immediately, stating the reasons. IN THE EVENT OF ANY BREACH OF CONTRACT FOR REASONS ATTRIBUTABLE TO THE SUPPLIER, THE PURCHASER SHALL BE ENTITLED TO CLAIM LATE PENALTY, THE AMOUNT OF WHICH SHALL BE 0.5 PER CENT OF THE NET VALUE OF THE Goods/Services DELIVERED LATE FOR EACH FULL OR PARTIAL WEEK OF SUCH DELAY, BUT MAY NOT EXCEED 5% OF THE TOTAL NET VALUE OF THE ORDER. IF THE LATE PENALTY TO BE PAID REACHES THE SAID 5 PER CENT, THE PURCHASER SHALL BE ENTITLED TO WITHDRAW FROM THE CONTRACT OR TERMINATE IT WITH IMMEDIATE EFFECT. IN THE EVENT OF ANY SUCH WITHDRAWAL OR IMMEDIATE TERMINATION BY IT, THE PURCHASER SHALL BE ENTITLED TO CLAIM NON-PERFORMANCE PENALTY FROM THE SUPPLIER, WHICH SHALL AMOUNT TO 10 PERCENT OF THE TOTAL NET VALUE OF THE ORDER. ANY LATE PENALTY EARLIER PAID BY THE SUPPLIER SHALL BE INCLUDED IN THE AMOUNT OF THE CLAIMS ARISEN FROM DAMAGES FOR LATE DELIVERY. THE BEFORE MENTIONED PENALTIES MAY BE VALIDATED UNTIL THE ENTIRE FULFILLMENT OF PURCHASER'S PAYMENT

OBLIGATION IN ACCORDANCE WITH AGREED COUNTERPRICE.

4.5 The Supplier shall bear the performance risk until the acceptance of the goods by the Purchaser or his agent at the location and in the manner specified in the contract.

4.6 THE SUPPLIER SHALL ENSURE THE THOROUGH INSPECTION OF THE DELIVERED GOODS TO ENSURE PROPER DELIVERY. The inspection of incoming goods shall only cover defects visible without opening their packaging and/or deviations in the type or quantity of the Goods/Services. The Purchaser shall give notice of such defects immediately, within a maximum of 3 business days. Notice of any other defects will be given as soon as those are detected in the ordinary course of business. THE SUPPLIER HEREBY WAIVES ITS RIGHT TO OBJECT TO LATE NOTIFICATION REGARDING ANY DEFECT. In the event of a justified defect complaint, the Purchaser will charge the Supplier a one-time fee for the additional expense to process the error. The amount of the fee depends on when the error is discovered:

- If the defectiveness of the Goods/Service is discovered during the take-over of incoming goods, the fee will be €100 per occurrence.
- If the defectiveness of the Goods/Service is discovered later, the fee will be €250.

The above-said fees shall be charged regardless of any other claim the Purchaser may have; the Purchaser specifically reserves the right to claim repair, replacement and/or compensation and enforce its statutory rights.

4.7 The Purchaser shall have the royalty-free, irrevocable and within the Knorr-Bremse Group freely transferable right to use any software included in the scope of delivery, including any accompanying documentation, in accordance with the intended use of the "Goods/Services" under the contract. He may also make a safety copy thereof without any express agreement.

4.8 If required and on demand of the Purchaser, the parties may agree on the establishment of a consignment warehouse.

5. Secrecy

5.1 Information provided by the Purchaser cannot be disclosed to any third parties, unless evidence is available that they are already known to the public, or their disclosure is required by law or a regulatory decision, or they are disclosed by a party, to the extent necessary, by exercising its legitimate rights. The information remains the exclusive property of the Purchaser and shall only be made available to those employees within the Supplier's company to the extent necessary for the performance of the contract and who have been put under an obligation to secrecy themselves. With the exception of deliveries to the Purchaser, such information may not be duplicated or used for commercial purposes without the prior written approval of the Purchaser. On request of the Purchaser, all information originating from the Purchaser, no matter what kind or in what form, shall be immediately and completely returned to him or destroyed, and a written declaration issued to that effect.

5.2 The Purchaser reserves all rights in such information (including copyright and the right to intellectual property applications). Insofar as the Purchaser has acquired such information from third parties, this reservation also applies to such third parties.

5.3 The Supplier may neither use himself nor offer or deliver any products to third parties that have been manufactured on the basis of the Purchaser's documents, drawings, models and the like or on the basis of confidential specifications forming the intellectual property of the Purchaser, or by means of his tools or copies thereof. This shall correspondingly also apply to printing orders.

5.4 Any disclosure by Supplier of Purchaser's business relationship in advertisements shall be subject to the prior written consent of Purchaser.

6. Inventions, Industrial Property Rights Trademarks

6.1 The Supplier hereby grants the Purchaser at no cost the right, without any regional or time limit and transferable to third parties, to use the Supplier's any know-how, invention and related trademark that may be covered by legal protection and are used or being included during the production of "Goods/Services", and are created during or as a result of developments under the legal relationship between Purchaser and the Supplier ("Results"). In addition to the above, the Supplier grants the Purchaser at no cost the right, without any regional or time limit and transferable to third parties, to use any and all Results that are not covered by copyright or other intellectual property rights. Such right of use particularly covers, without limitation, the use of the Results by the Purchaser during its own production or product development activities, its re-sale during its own business operation, and its use for any products or services produced or sold by the Purchaser. The transferred right of use covers any and all kinds of use, particularly including the publication, dissemination, multiplication, editing and revision of the Results. The Purchaser is entitled to transfer such rights to third parties or grant a right of use to third parties without the Supplier's any further consent. The Supplier warrants the re-transferability of the transferred intellectual property rights, in particular, for inventions created by the Supplier's employees.

THE SUPPLIER IS AWARE THAT THE PRODUCTS OF THE PURCHASER ARE BEING USED WORLD-WIDE. THE SUPPLIER AGREES TO IMMEDIATELY INFORM THE PURCHASER OF ANY SUCH PUBLIC OR NON-PUBLIC PROPRIETARY AND LICENSED INDUSTRIAL PROPERTY RIGHTS, PATENT APPLICATIONS AND TRADEMARKS RELATED TO THE GOODS/SERVICES. On addition to the above, the Supplier grants the Purchaser at no cost the right, without any regional or time limit and transferable to third parties, to use the intellectual and industrial property rights existing before the conclusion of contract between parties ("Prior Rights") if and to the extent this is necessary during the commercial sale of the "Goods/Services".

7. Packaging, Delivery Note, Invoice, Country of Origin of Goods

7.1 The goods shall be packaged according to the provisions of the packaging handbook of the Purchaser. The Supplier confirms to have read and understood this handbook which is available at http://www.knorr-bremse.hu/media/documents/railvehicles/supplier_information/Packaging_Manual_Knorr_Bremse_en.pdf website.

7.2 A delivery note and a separate invoice shall be issued to the Purchaser for each Consignment. The invoice should contain the Supplier's SAP number, date and number of the order and/or release order and purchase agreement, quantity and material number, tariff heading, number and date of the delivery note, gross and net weights listed separately, additional data of the Purchaser (e.g. point of discharge) as well as the agreed price per unit. A packing slip with a list of contents and order number must be enclosed with each Consignment.

7.3 Should the invoice refer to several different orders, the information under 7.2 shall be listed separately for each order. Reference to the delivery note must be made on the invoice.

In respect of the Goods and Services, the Supplier shall comply with all national and international customs regulations. Suppliers operating in an EU member state shall provide long-term supplier declarations to the Purchaser about the goods, specifying the country of origin in accordance with EC directive No. 1207/2001. The long-term supplier declarations (preferential or not-preferential) shall contain the country of origin (EU member state) and the Purchaser's material number, or enable their recoding. At the Purchaser's request, pursuant to the effective Article 6 of Council Regulation No. 1207/2001 EC, the Supplier is obliged to issue an INF 4 form which certifies the accuracy and authenticity of the Supplier's declaration.



The Supplier agrees to notify the Purchaser immediately if the long-term supplier declarations or any foreign economic data given in them have changed or are no longer valid.

Suppliers who operate in a non-EU country shall indicate for the Purchaser the origin of Goods in each purchase order by submitting an official certificate of origin (issued by the competent authority), and attach all other preferential or other supplier documentation prescribed by law (Form A, EUR 1, EUR-MED, A. TR, CO).

7.4 The Supplier understands that "Goods/Services" may be subject to export-investigation regulations and directives, and warrants that he is fully compliant with all statutory and other regulations related to export (including US legislation). Concurrent with accepting an order, the Supplier shall determine the such Goods/Services which are subject to the regulation of export-investigation and to give all relevant information regarding to export-investigations, including the export classification of all Goods/Services. Based on this obligation, the Supplier shall indicate the accurate export classification number on the delivery note (including US EAR or ITAR), the number of the relevant export license or a reference to it, and document all relevant distribution restrictions. Upon any change of the export-investigation legislation or of the classification of the export list, the Supplier shall inform the Purchaser of this in writing. The Supplier is responsible for obtaining at its expense and in time all necessary export licenses, approvals and authorizations necessary for (i) the Purchaser to be able to legitimately utilize all Goods/Services in accordance with the order and (ii) the timely delivery of the Goods/Services to the client. The Supplier shall submit a copy of the existing export licenses to the Purchaser, including all necessary information, in particular, regulations related to the re-export of the "Goods/Services".

7.5 The Supplier warrants to comply with the safety and reliability regulations prescribed by the customers authorities for obtaining the "Authorized Economic Operator" (AEO or equivalent) status. If the Supplier is not an "Authorized Economic Operator" and does not seek to be qualified as such, he shall issue a separate safety and reliability declaration. The Supplier is obliged to inform the Purchaser if the Supplier fails to comply with the safety and reliability regulations or cannot provide these conditions in any further.

7.6 In addition to other provisions of law, the Supplier shall hold the Purchaser harmless of any damage, cost or liability arising from the Supplier's failure to fulfill and/or fulfill in due time its above obligations.

8. Force Majeure

Any force majeure, strikes or lockouts, disruption of operations through no fault of his own, riot; official governmental actions, including domestic or personal specific sanctions and embargo ordered by the European Union or an EU member state or by the United States of America; and other unavoidable events entitle the Purchaser – irrespective of his other rights – to withdraw from the contract in full or part, provided these events result in a significant reduction of his needs and last for a significant period of time.

9. Liability for defects/Product liability

9.1 Unless agreed otherwise below, the statutory provisions regarding defects of quality and enforcement of rights shall apply.

9.2 The Purchaser may choose the defect liability right to be enforced.

9.3 Should the Supplier fail to start immediately with the repair of the defect within a period to be determined by the Purchaser, the Purchaser shall be entitled at the Supplier's expense to carry out the repair himself or have it carried out by a third party. Should the Purchaser, due to special urgency and, in particular, in defense against direct danger and/or substantial damage, be unable to notify the Supplier of the defect and the impending damage and to set a time limit, it shall be entitled to take action, without setting a time limit, for the remedy of defective performance.

9.4 The warranty shall expire 24 months after ultimately being put into service by the Purchaser's customer (end customer), at the latest, however, 36 months after delivery by the Supplier to the Purchaser.

9.5 FOR PARTS REPAIRED OR REPLACED DURING THE WARRANTY PERIOD, THE WARRANTY PERIOD SHALL RESTART UPON THE REPAIR/REPLACEMENT, BUT ONLY IF THE VOLUME, PERIOD OR COST OF SUCH REPAIR/REPLACEMENT CANNOT BE CONSIDERED INSIGNIFICANT.

9.6 The Supplier warrants that a specific good/service will not have a serial defect for a period of 48 months after delivery. A serial defect shall exist if the Purchaser and the Supplier jointly determine based on the type of damage and the cause of damage that a damage may occur in all "Goods/Services" of the same product or a certain quantity of the delivered series of goods/services (batch). Nonetheless, a serial damage shall exist if the same damage is determined during the warranty period in at least 2% of all delivered "Goods/Services" of the same product or a certain quantity of the series of "Goods/Services" (batch). To calculate the damage rate, all similar damages shall be considered with respect to the type of damage and/or the cause of damage that are determined within a period of maximum 48 months from the occurrence of the similar damages.

9.7 The Supplier shall bear the costs incurred by the Purchaser due to failure to deliver the "Goods/Services" in accordance with the contract, in particular costs for handling, transport traveling, labor, material, installation and modification, recall costs together with preventative replacement costs, costs for an incoming goods inspection that exceeds the ordinary scope as well as costs the Purchaser has to bear for his customers due to statutory obligations.

9.8 In case of legal problem, in particular, in case of infringement of third party intellectual or industrial property rights, the Supplier shall indemnify the Purchaser and his customers from all claims by third parties and shall compensate all costs the Purchaser incurs due to a necessary and appropriate legal defense in connection with the infringement of third party rights. In respect of legal problem, a period of limitation of 5 years applies.

9.9 Should the Purchaser take back any products manufactured and/or sold by him due to defects of the "Goods/Services" delivered by the Supplier, or should the remuneration of the Purchaser have been lowered or claims be made on him in other ways, the Purchaser reserves the right of recourse against the Supplier, and the Supplier shall refund any such loss.

10. Other Liability

10.1 Should the Purchaser be subjected to product liability claims, the Supplier shall indemnify him insofar if the damage was caused by a defect of the Goods/Services of the Supplier. However, in case of tortious liability, this shall only apply if the Supplier is at fault. The burden of proof shall lie with the Supplier in case the damage occurred is within the scope of Supplier's liability obligation. In these cases, THE SUPPLIER SHALL BEAR all costs and expenses, including the legal COSTS of the enforcement of the Purchaser's claim.

10.2 THE SUPPLIER UNDERTAKES TO TAKE OUT AND PROVE THAT HE IS COVERED BY PUBLIC LIABILITY INSURANCE for damages under extended product liability as well as for the costs of any recall of products, such insurance to be taken out with a certified insurer within the European Union. The sum insured shall be no less than EUR 5 million each for personal injury, property damage and extended product liability and recall costs.

10.3 The Supplier shall have full liability for any cost or damage incurred by the Purchaser due to an action (e.g. recall action) regarding the mitigation of damages that is the Supplier's obligation under law and/or contract.

11. Third Party Industrial Property Rights

11.1 The Supplier warrants that no third-party industrial property rights exist that would hinder the contractual use of the "Goods/Services".

11.2 Insofar as the Supplier is at fault for the infringement of industrial property rights, he shall indemnify the Purchaser from all third-party claims made against him in and out of court, including any costs incurred by the Purchaser for a necessary and appropriate legal defense resulting from an infringement of industrial property rights.

11.3 In addition, the Supplier shall immediately notify Purchaser of any known risks and possible cases of the infringement of rights. Purchaser shall immediately notify the Supplier of any third-party claim regarding violation of rights made against him in connection with the Goods/Services, and the parties shall give each other the opportunity to jointly counteract such claim.

12. Assignment and Offsetting

12.1 The Supplier may not assign his claims against the Purchaser nor have these enforced by third parties without the Purchaser's prior written approval, which may not be refused unreasonably.

12.2 The Purchaser shall be entitled to withhold payment or apply offsetting to the extent of his counterclaim.

13. Title

13.1 The Supplier may stipulate reservation of title only if specifically agreed in writing.

13.2 Any materials provided by the Purchaser shall remain his property and may only be used for the intended purpose. Any processing of materials and assembly of parts is carried out on behalf of the Purchaser. The Purchaser shall have co-title with the Supplier in the products manufactured using his materials and parts, in proportion of the value of the materials provided by him to the value of the prepared products.

14. Quality and Documentation

14.1 The Supplier shall meet state-of-the-art of science and technology standards, safety provisions and agreed technical specifications for his Consignments. For this purpose he shall establish an appropriate quality management and provide evidence thereof.

14.2 The Supplier shall record in his quality documentation for all products, when, how and by whom a quality inspection ensuring defect-free production/delivery was carried out. These records shall be kept for 15 years as of the last time the Purchaser placed the final product on the market by Supplier and shall be provided to the Purchaser if required. The Supplier shall be entitled to shorten the retention period if he can exclude any risk to life and health in the use of the products. Sub-suppliers shall be obliged by the Supplier to the same extent within the limits of law.

14.3 In addition, clause 2.7 shall apply to quality and documentation.

15. Subcontractors

15.1 The Supplier may involve third parties (subcontractors) in the contract fulfillment only if it has obtained the Purchaser's prior written consent, by complying with the relevant legal regulations. If the Supplier wishes to involve third-parties from the beginning of the contract fulfillment, he shall inform the Purchaser of this in his offer. The Supplier's liability to properly fulfill the contract shall not be affected by the Purchaser's above consent. In the interest of compliance with the relevant regulations of law, in particular, labor and social security regulations, the Supplier shall, at the Purchaser's request, immediately provide all relevant information about his subcontractors to the Purchaser.

16. Compliance with Mandatory Laws (Minimum Wage Requirements)

16.1 The Supplier shall comply with the statutory minimum wage requirements as follows:

16.2 The Supplier is obliged to comply, and ensure compliance, with the Minimum Wage regulations applicable to him. The Supplier warrants that no regulatory authorities have imposed any fine or applied any sanction on him for breach of the statutory minimum wage regulations, and no such procedure is pending against the Supplier.

16.3 The Supplier shall be obliged to immediately inform the Purchaser in writing if the Supplier becomes aware of any procedure initiated against him or any of his subcontractors or temporary work agencies for any breach of labor regulations.

16.4 The Supplier shall ensure that his subcontractors or temporary work agencies and any third parties involved by the Supplier shall make a declaration of commitment equivalent to the Supplier's above declaration, and to immediately present the relevant proof at the Purchaser's request.

16.5 In addition to the statutory obligations, the Supplier shall hold the Purchaser harmless at first request of any damage, cost and claim arising from his failure to comply with his above obligation, in particular, from the failure of the Supplier, his subcontractor or any third parties involved by them or a temporary work agency to comply with the relevant statutory labor and social security regulations.

17. Data Protection

17.1 During fulfillment, the Supplier may only employ persons who have received proper guidance on the relevant data protection and confidentiality regulations and on the fact that their violation shall be considered serious breach of contract and may entail criminal liability, and who have committed themselves to comply with the data protection and confidentiality regulations based on the information received.

17.2 The Supplier may handle personal data, either provided by the Purchaser or generated during fulfillment, only for the purposes prescribed by the contract.

17.3 The personal data of the Supplier's employees shall be handled by the Purchaser exclusively for the purpose of contract fulfillment, in compliance with all relevant provisions of law, and the Supplier shall properly inform his employees of this and be responsible for obtaining their consent necessary for this.

18. Safety and Environmental Protection

18.1 All packages shall be easily separable and recyclable, avoid compound unit packs and be made of recyclable materials. The corresponding information regarding product and material shall be made available to the Purchaser.

18.2 In general, the Supplier shall comply during contract fulfillment with the strictest requirements for environmental protection and safety, and certify this at the Purchaser's request.

18.3 Any persons involved by the Supplier in performance of the contract on the premises of the Purchaser shall observe the applicable safety and environmental protection regulations. The Purchaser excludes liability for any accident to the above persons on the Purchaser's premises, except for the case of the Purchaser's or its agents willful misconduct or conduct harming human life, physical intactness or health.

18.4 In all other respects, clause 2.7 shall also apply to safety and environmental protection.

19. Replacement Parts and Availability

Unless otherwise agreed, the Supplier shall supply replacement parts under proper conditions for the period of normal technical use but at least for a period of 15 years after the delivery of the last goods/services.

20. Final Provisions

20.1 Regarding the legal relation between the parties, the Supplier confirms to have read and understood the Supplier Code of Conduct which is available at https://www.knorr-bremse.com/remote/media/documents/responsibility_1/cr_strategie_1/v_erhaltenskodex_de/Knorr-Bremse_Supplier_Code_of_Conduct_2017.pdf

20.2 website.

20.3 The place of jurisdiction for all disputes arising directly or indirectly from contractual relationships that are based on these Terms are the courts with competence at the Purchaser's seat.

20.4 The contractual relationship between the Parties shall be exclusively governed by the Hungarian law, by excluding the collision rights and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.5 If either party becomes involved in bankruptcy, voluntary dissolution or involuntary deregistration proceedings, or is declared insolvent by a final decision of the competent court, the other party shall be entitled to terminate any, not fulfilled contract between the parties with immediate effect, or withdraw from such contract and deny further fulfillment.

20.6 Should any provision of these Terms or any other concluded agreement be or become invalid, this shall not affect the validity of the other provisions of these Terms. The contracting parties agree to replace such invalid provision with a valid one that reflects as closely as possible the economic purpose of the invalid provision.

20.7 The contracting parties warrant that they shall handle any and all data collected pursuant to the provisions of Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing (hereinafter the Act) in accordance with, and shall only disclose such data to third parties in the cases regulated by, the Act. Further, the contracting parties agree that in accordance with the Act, they shall inform each other within 5 business days of any change in the recorded identification data or the data of the actual owner.

20.8 The Supplier commits himself to observe the national and international regulations on the prohibition of using child labor, and the provisions in sections 4, 34(2) and 34(3) of Hungarian Act I of 2012 (Labor Code).

(Supplier + corporate form)

(Signature) (Date)

(Name in block letters)

(Position)

(Signature) (Date)

(Name in block letters)

(Position)

