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TERMS AND CONDITIONS

1. Applicability

1.1. Any agreement between ISARail S.p.A. ("ISARail") and its clients ("Clients" or, individually, the "Client") concerning the services provided by ISARail and/or by other companies belonging to TÜV AUSTRIA Group and which constitute an integral and essential part thereof shall be concluded under these "Terms and Conditions" (the "Terms and Conditions"). Any future contractual agreement with Clients shall be concluded under these Terms and Conditions and are valid until revoked by ISARail. In no case will any Terms and Conditions established by the Client be applied, except for derogations expressly stated in the quotations of ISARail. In the event that the Client qualifies as a "consumer" pursuant to and for the purposes of the Legislative Decree No. 206 dated September 6th, 2005 as subsequently amended ("Consumer Protection Act"), indispensable legal provisions shall take precedence over these Terms and Conditions. The term service means, among others, all activities aimed at testing, inspection, certification of equipment, plants, personnel, products and management systems carried out by ISARail.

2. Quotations

- 2.1. Quotations issued by ISARail shall, unless agreed otherwise in writing, be subject to change and non-binding. A mutually binding agreement shall come into force only with the receipt by the Client of the written confirmation of the order by ISARail or the commencement of the services - requested by the Client – provided by ISARail. Changes to the agreement shall have to be made in writing and also any derogations shall have to be made in writing. Verbal information, ancillary arrangements and undertakings by agencies or employees of ISARail shall be binding only if confirmed in writing.
- 2.2. Upon notification of inspections and their performance, ISARail shall not assume the obligation incumbent upon the Client to adhere to this or follow-up inspection appointments.

3. Geographical applicability


- 3.1. Fees quoted shall be, unless expressly stated otherwise, applicable only for services provided in Italy.

4. Implementation of agreement

- 4.1. ISARail shall be liable to provide services only as expressly set out in the agreement, which services shall be provided in compliance with generally acknowledged technical regulations. ISARail shall not assume any liability for the accuracy of laws, directives and standards on which the agreements are based.
- 4.2. On conclusion of agreement, the volume of orders requested by the Client to ISARail shall be set down in writing. If in the course of the proper implementation of the contract changes or excesses to the agreed contract volume should

become necessary, ISARail shall be entitled to carry these out - even without written notification to the Client - provided that the charges last agreed upon shall not be exceeded by more than 15%. If the modification exceeds 15%, then these shall need to be agreed upon in writing with the Client prior to the provision of the additional services by ISARail. If the modified contractual volume raises the charges last agreed upon by more than 50%, the Client shall be entitled to withdraw from the contract within three days from written notification of the new fees. The Client, however, shall pay for the services that have already been provided in accordance with the amount agreed on.

- 4.3. ISARail shall not assume any liability for the proper operation and functionality of objects tested/inspected/certified exclusively for technical safety, unless specifically stated in the agreement. In particular, design, choice of materials and construction of equipment and installations shall be subject to test/inspection/certification only if the agreement specifically provides for such services. The same shall apply likewise to safety programmes or safety regulations.
- 4.4. On conclusion of agreement the Client shall provide ISARail with all the required documents such as drawings, plans, calculations and certifications, obtain any authorizations and clearances that may be required, provide contract-related information at any time, and carry out, prior to the commencement of inspections, the required preparations, in particular to make the facilities, areas and/or the object of testing/inspection/certification accessible. The Client shall undertake to make all reasonable efforts to provide the required documents or authorizations on time. If the Client fails to fulfil these obligations, despite a deadline having been set by ISARail, the agreement shall be revoked on expiry of the deadline. In this event ISARail shall be entitled to claim damages for non-fulfilment at least equal to that of the contractually agreed fee and without prejudice to the greater damage.
- 4.5. ISARail shall not be obliged to verify the accuracy of documents provided as a basis for inspection or the accuracy of verbal statements provided by the Client or his employees, but it shall presume the accuracy of such information.
- 4.6. ISARail shall be entitled to determine the method and type of testing/inspection/certification at its discretion on the basis of professional criteria.
- 4.7. ISARail shall be entitled to produce copies of the written documents provided by the Client for the purposes of inspection or arising from the business dealings and to save them in an electronic data processing installation. In accordance with clause 10 of these Terms and Conditions the Client shall hereto expressly give his consent.
- 4.8. ISARail shall carry out inspections, unless agreed otherwise in individual cases, with one inspector per area of expertise. Any assistance required or useful for the inspection shall be provided to ISARail by the Client or a third party on behalf of the Client, free of charge. The Client shall undertake to make every reasonable effort to provide the required or useful

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assistance. In providing such assistance the Client shall monitor and adhere to applicable legal or official provisions, in particular in the area of employee protection at workplaces.

- 4.9. The Client allows the participation, as observer, of personnel appointed by accreditation bodies, certification bodies and/or auditor to assess the conformity of activities, which are covered by contract, of ISARail.

5. Terms and deadlines/delays

- 5.1. Terms and deadlines as stipulated in the agreement shall be based on estimates of the volume of work as per information provided by the Client. These deadlines shall become binding only when expressly stipulated in writing as 'binding' by ISARail. Delays shall not entitle the Client to claim damages, irrespective of legal title.
- 5.2. Terms stipulated as binding shall commence with the complete accord in all parts of the agreement. They shall cease to be binding when the Client is in default with his obligations according to the provisions of the Terms and Conditions in hand, in particular with regard to clauses 4.4, 4.5, 4.8, 6.2 and 6.4.
- 5.3. If fulfilment of the agreement is delayed by circumstances which ISARail is not accountable for (e.g. operational disruptions, strike, force majeure, transport impediments etc.) ISARail shall be entitled, under exclusion of warranties, rescission for mistakes and/or claims for damages, either to withdraw from the agreement or to extend the deadline by an appropriate period of time. This shall also apply when the events occur at a point in time at which ISARail is already in default when the event of force majeure occurs and the Client has already requested ISARail to remedy its default within a specified period. ISARail shall notify the Client of this in good time. In the event of withdrawal from the agreement ISARail shall be entitled to charge the Client for partial services rendered up to that point in time at the prices agreed upon.

6. Terms of payment

- 6.1. Services shall be charged in accordance with the offers, price lists and so on valid on conclusion of the agreement. If the provision of services extends over a period of more than one year or if services are provided repeatedly, services shall be charged in accordance with prices as valid at the point in time when individual services are provided.
- 6.2. If ISARail provides services for a period of time extending to more than 4 weeks, ISARail shall be entitled to issue monthly invoices for partial provision of services. Partial and total payment of invoices shall be effected promptly and without deduction upon receipt of the invoice, stating invoice and customer numbers.
- 6.3. Objections to invoices shall be made and substantiated in writing from the Client to ISARail within a period of two weeks following receipt of the invoice, failing which the invoice shall be deemed to have been accepted.

- 6.4. The Client shall not be entitled to offset claims, unless these have been acknowledged by ISARail in writing.

- 6.5. In the event of default of payment, even if only one item is outstanding, which lasts for more than 7 days shall fall due immediately. ISARail may opt to suspend the execution of services while awaiting the receipt of such payment, or else withdraw from the agreement without notice and claim compensation for damages on the grounds of non-fulfilment. Default of payment shall entitle ISARail to charge interest on late payments as stated by Legislative Decree No. 231/2002 as subsequently amended, and also to charge dunning costs of EUR 4.00/per reminder.

- 6.6. The Client shall furthermore undertake to reimburse ISARail for costs and expenses incurred *de facto* through the default of payment, including extrajudicial costs, dunning costs, the costs for a debt collection agency.

- 6.7. The fees due by the Customer are net of VAT, which will be applied according to the statutory rate.


7. Warranty

- 7.1. If the Client is not a consumer in terms of the Consumer Protection Act he shall on completion of the agreement examine the works or services of ISARail without delay and assert in writing, without any delay, but at any rate not later than eight calendar days following the supply of the expert opinion or inspection report or such like, any defects detected or detectable, under exclusion of any liability of ISARail. Concealed defects shall upon identification be objected to in writing without any delay, but at any rate within 8 days after detection. Notifications of defects shall not confer entitlement to withhold payment of invoiced amounts in whole or in part.

- 7.2. Warranty claims of the Client - as envisaged by these Terms and Conditions - shall, at the choice of ISARail, be limited to rectification or supply of a replacement - any other type of guarantee being expressly excluded. ISARail shall be entitled to carry out an appropriate number of attempts, at any rate a minimum of two, at rectification or supply of replacements.

If attempts at rectification or the supply of a replacement do not lead to success within an appropriate period of time or if the rectification or supply of replacement is economically unfeasible, the Client shall be entitled to an alteration of agreement or price reduction. An alteration of agreement on the grounds of immaterial, irremediable defects shall be excluded. In that case an appropriate reduction of price shall be effected.

- 7.3. Warranty claims of the Client - even for so-called incorporeal works, such as, for instance, expert opinions or software development - shall expire within a year of completion of the services performed by ISARail. The warranty period shall neither be extended nor interrupted by rectifications or attempts at rectification, in particular not if these fall outside the herewith stipulated warranty period - as envisaged by these Terms and Conditions.

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7.4. Compensation for damages and claims on and from rescission on the grounds of a mistake that arise from a defective delivery or performance of services, shall expressly be excluded, unless employees of ISARail by acts of intent or gross negligence are responsible for such claims.

8. Liability

- 8.1. If the Client lodges against ISARail claims for compensation pursuant to clause 7.4 above, he shall be obliged to furnish proof in respect of cause, illegality, fault and degree of fault. The relinquishment of warranty claims and claims for compensation to third parties shall be inadmissible.
- 8.2. If the Client incurs damages due to a bindingly stipulated performance period having been exceeded through the fault of ISARail, the claim shall not exceed a maximum of 5% of that part of the contract affected by the delay.
- 8.3. Disclaimers of warranty and limited warranties shall also apply to the Client as stated in clause 8.
- 8.4. ISARail shall not be liable for damages of any kind. This exclusion shall not apply:
 - to damages caused by ISARail with intent or through gross negligence;
 - in case of minor negligence, for damages from injury to life, limb or health; however only insofar as this is provided for in the respective insurance cover taken out by ISARail and consequently up to the maximum amounts stated in clause 8.7.
- 8.5. Liability of ISARail shall - with the exception of injury to life, limb and health - be limited to damages foreseeable for ISARail on completion of the agreement.
- 8.6. Legal disclaimers and limitations of liability under clauses 8.1 to 8.5 shall also apply to the liability of ISARail for its agencies and employees and/or of the companies of TÜV AUSTRIA Group.
- 8.7. ISARail shall not be held liable for negligence on the part of vicarious agents who are not agencies or employees and/or of companies which do not belong to TÜV AUSTRIA Group. Furthermore, liability of ISARail for its agencies or employees and/or companies of TÜV AUSTRIA AG Group is excluded in case of minor negligence and shall be limited to:

- € 3.000.000 for personal injuries
- € 3.000.000 for professional negligence

Amounts in excess of those stated above may be agreed upon at the request and expense of the Client, provided that ISARail shall be able to obtain the corresponding insurance cover from its insurance company.

- 8.8. The rules stated in the Consumer Code in terms of liability shall apply without any prejudice, where specifically applicable to the contractual relationship with the Client.
- 8.9. If third parties, on the basis of an agreement between ISARail and the Client, assert claims against ISARail, its employees and vicarious agents and/or companies of TÜV AUSTRIA Group, which are not attributable to acts of intent or gross negligence, the Client shall indemnify and hold

harmless ISARail its employees and vicarious agents and/or companies of TÜV AUSTRIA AG Group.

- 8.10. ISARail shall not be held liable for damages to devices included into the agreement that are caused through inspections, tests, certifications and suchlike and which were carried out in accordance with technical rules at the point in time of inspection.
- 8.11. Any liability of ISARail (by way of example and not exhaustive for indirect or consequential damages, missed profits etc.) shall be expressly waived and be subject to the limitations set forth under the clause 'Liability'.

9. Copyright

- 9.1. Any copyright on inspection and monitoring reports, certificates, expert opinions, calculations and suchlike prepared by ISARail shall remain with ISARail. The distribution, utilization and/or publication of the services beyond the contractually stipulated purpose shall require prior written authorization by ISARail. In distribution, utilization, and/or publication the Client shall be liable to comply with legal provisions and/or with these Terms and Conditions. He shall in this respect indemnify and hold harmless ISARail from any possible claims by third parties.

10. Non-disclosure/confidentiality/data protection

- 10.1. ISARail undertakes to maintain the confidentiality in respect of any information it may obtain knowledge of through the agreement with the Client.
- 10.2. The Client shall consent to ISARail making copies of written documents, drawings and plans etc. and shall hand them out to ISARail since they are necessary for the completion of the agreement.
- 10.3. The Client shall permit ISARail to store and electronically process personal data which ISARail shall process in compliance with Legislative Decree 196/2003, the EU Regulation 2016/679 (GDPR) and subsequent amendments. The Client also declares that to have been informed and to give its consent to the processing of personal data.
- 10.4. In the case of legally mandatory disclosure of information the Client will be informed by ISARail about the transfer of such information.

11. Additional material


Costs for additional material and test equipment not commonly used within ISARail will be additionally charged to the Client.

12. Provision of Infrastructure during inspection

The Client is responsible for the provision (connection and delivery) of electrical energy, water, lighting, scaffolding, etc. suitable for the required testing activities in conformance with any statutory regulations, in time.

13. Delivery and safekeeping of test objects

Test objects, type samples and other materials to be tested/inspected/certified at test facilities owned by ISARail have to be delivered to ISARail free of any charge. The client agrees to accept the storage costs or disposal costs for test objects which are not returned.

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14. Partial ineffectiveness

The ineffectiveness of one provision of this agreement, shall not affect the effectiveness of the other provisions. The invalid or ineffective provision will be replaced – if possible - by the applicable legislation with the aim of pursuing the will of the parties.

15. Severance Clause

In case of non-fulfillment by the Client with respect to the provisions of the clauses: 4.4 (execution of the agreement), 6.5 (payments), 9 (copyright), 10 (confidentiality / privacy / data protection), ISARail will be entitled to terminate the agreement.

16. Place of jurisdiction and applicable law

For these Terms and Conditions and the entire legal relationship between the parties Italian Law shall apply. Any dispute arising from this agreement and concerning the validity, execution and interpretation of these Terms and Conditions and of the related contracts shall exclusively be referred to the competent court in Nola.