

**General Terms and Conditions (GTC) of MMV-Rail Austria Ges.m.b.H,
version dated February 8, 2021, available at www.mmvrail.at**

1. Validity of the general terms and conditions

1.1 These General Terms and Conditions (hereinafter referred to as GTC) apply to all legal transactions and to all transport and other services provided by MMV-Rail Austria Ges.m.b.H (hereinafter referred to as "MMV"), even if no express reference is made to them. General terms and conditions of the contractual partner (client) only apply with the express written consent of MMV.

1.2 All agreements deviating from these terms and conditions must be agreed in writing between the contracting parties.

1.3 In the case of contradicting regulations, all conditions in the MMV offer and, in the case of a separately concluded written contract, its provisions take precedence over these GTC.

2. Applicable provisions

2.1 In addition to these terms and conditions, the following provisions also apply in connection with the services to be provided by MMV:

a) In connection with the use of railway wagons, the "General Contract on the Use of Freight Cars (AVV) applies. If the client provides railway wagons whose keeper has not joined the GCU, the client assumes the obligations and liabilities as a keeper within the meaning of the GCU regardless of its other obligations.

b) The wagons to be taken over by MMV must always be assigned to an expert maintenance body (certified body) within the meaning of Directive 2004/49 / EC in the currently valid version. They have to comply with the GCU and the revision period must not have expired. At the request of MMV, the client must be able to provide appropriate evidence. If the client provides a wagon that is not assigned to a certified body, MMV is entitled to exclude this wagon from transport and to invoice the client for the associated costs.

c) Furthermore, the general provisions of COTIF, including CIM, RID, CUV apply

d) In the event of contradictions, the General Terms and Conditions of MMV take precedence.

3. Offers and orders / placing of orders

3.1 MMV's offers are subject to change and non-binding, unless an express binding period is specified in the offer. They apply on the basis of the wage and material costs and exchange rates valid at the time of

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Company headquarters:

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Top 3, 2. floor
2355 Wiener Neudorf
www.mmvrail.at

Bank details:

Unicredit Bank Austria AG
IBAN: AT97 1200 0100 1343 0938
BIC: BKAUATWW

submission. MMV's offers and project documents are its intellectual property and may not be made accessible to third parties without the written consent of MMV, and MMV can demand that they be returned at any time.

3.2 An order is only deemed to have been accepted once MMV has sent a verifiable written order confirmation. If no billing address is given in the order, the company seat of the client is deemed to be such.

3.3 Commitments or ancillary agreements by employees of MMV or their vicarious agents as well as additions and changes of any kind are only valid if they have been confirmed in writing by an authorized representative body of MMV.

4. Remuneration and terms of payment

4.1 The prices are agreed in writing between MMV and the client when the service is ordered.

4.2 The prices offered by the MMV assume that the route calculated by the MMV can be used without hindrance. If this is not the case, the price will be recalculated by MMV and a new offer will be made to the client.

4.3 The prices are in EUR plus the applicable statutory taxes.

4.4 Invoices are to be paid immediately upon maturity in accordance with the agreed terms of payment and without deduction to the MMV account mentioned below:

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4.5 All claims of MMV are due immediately, regardless of any agreements to the contrary, if the terms of payment are not adhered to or if MMV becomes aware of circumstances which, in the opinion of MMV, are likely to reduce the client's creditworthiness. In this case, MMV is also entitled to only perform outstanding services against advance payment or to withdraw from the contract after a reasonable period and to demand compensation for non-performance.

4.6 The default interest rate is 9.2 percentage points p.a. above the base interest rate. In addition, MMV is entitled to claim dunning, collection and lawyer costs, insofar as they are necessary for appropriate legal prosecution. MMV is entitled to offset incoming payments initially against dunning and collection costs as well as costs of legal or judicial collection, then against the accrued interest on arrears and finally against the outstanding capital.

4.7 MMV is entitled, in the case of several open liabilities, of the order to dedicate incoming payments to the client on its own initiative.

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5. vicarious agents

5.1 MMV is entitled to use vicarious agents, in particular to delegate the execution of the transport in whole or in part to one or more executing carriers. When selecting the company, it has commissioned, it will exercise the care of a proper contractor / carrier.

6. Services not included

6.1 Unless expressly stated in writing as a service component, the following services are never part of the MMV offers:

- any export / transit / import customs handling or clearance. All associated fees, customs duties, levies and taxes are borne exclusively by the client;
- Costs for renting and maintaining rolling stock;
- loading, reloading and unloading work;
- Shunting work in sidings: Unless otherwise agreed, trains are exclusively prepared and taken over by the MMV under contact wire;
- Supervision of the train outside of MMV's own operational management (monitoring and provision of information about the train movement after the train has been handed over to third parties).

6.2 MMV will provide additional services not covered in the offer in accordance with free capacities. MMV charges EUR 69.00 net per hour for each additional required driver hour and EUR 50.00 net per hour for additional administrative work required. The smallest billing unit is a half hour or part thereof.

7. Waybill, transport documents

7.1 The client is obliged to prepare a waybill as well as all necessary transport documents and to make the necessary entries. The client is liable for incorrect or incomplete entries in the consignment note or information in transport orders and accompanying papers or transport documents.

8. Check for defects

8.1 The client (or the sender / shipper / terminal operator attributable to it or any third party acting on behalf of the client or recipient) must check the means of transport for recognizable defects, cleanliness and suitability for the cargo in question and any defects prior to loading notify MMV in writing immediately, at the latest within 12 hours, otherwise the means of transport will be deemed accepted by the client as being free of defects. The loading also counts as approval and acknowledgment that the

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means of transport is free from defects. The client is liable for damage to all means of transport caused by it or any third party attributable to it.

9. Loading and unloading, load securing

9.1 The client is responsible for ensuring that the cargo is loaded and unloaded properly. Damage that can be traced back to circumstances during loading or unloading are exclusively the responsibility of the client. If the loading and unloading is actually carried out in individual cases by an assistant from MMV, so he is to be regarded as the client's vicarious agent. The responsibility for loading and unloading always rests with the client without exception.

9.2 The client must ensure that the load is properly secured (suitable for transport) and that the stowage / securing complies with the statutory regulations or the relevant standards for load securing. The load securing obligation is the sole responsibility of the client, even if the goods have been loaded by MMV.

9.3 The client assures that the packaging and loading unit securing is appropriate for transport.

10. The client's duty to cooperate

10.1 The client must ensure that MMV is provided with all documents necessary for the execution of the order in good time, even without special request, and that MMV is informed of all processes and circumstances that are important for the execution of the order can. The same applies to the documents, processes and circumstances that only become known to MMV while the service is being provided.

10.2 In particular, the client must ensure that

- All transport documents related to the execution of the order, including any customs documents, comply with the statutory provisions. The client must indemnify and hold MMV harmless in this regard,
- MMV must be informed immediately of all deviations from the agreed time frame, i.e. as soon as they become known to the client or at least become foreseeable for them,
- all wagons are properly coupled,
- the equipment / vehicle material has been serviced in accordance with standards.

10.3 If the client does not meet these obligations, MMV reserves the right not to carry out the order. The M In this case, MV assumes no liability for damage / costs incurred by the client as a result of the non-execution of the order.

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10.4 If, due to circumstances for which the client is responsible, additional services are necessary that are not included in the offer or if MMV incurs additional costs for which the client is responsible, MMV will pass on these costs or

In addition, bill your own work at the service prices in accordance with Section 6.2.

11. Duty to provide information, duty to warn

11.1 In accordance with customary business practice, the client must inform MMV in good time of all public law obligations associated with the possession of the goods. In addition, the client has an obligation to warn with regard to special properties of the freight. The client must therefore, among other things, notify separately in writing if the value of the goods exceeds 17 special drawing rights (SDR) per kilogram, if the goods are hazardous or waste, if there is a particular risk of theft associated with the freight, and the like. The client is fully liable to MMV for all consequences of the omission.

12. Right of lien, right of retention

12.1 MMV has a right of lien and a right of retention to the goods or other valuables in its control of all due and non-due claims to which it is entitled against the client from all activities.

12.2 Insofar as the right of lien or retention mentioned in item 12.1 secures claims that are not secured by the statutory right of lien or retention, only those goods and values that belong to the client are recorded. MMV may only exercise a lien or right of retention on account of claims that are not related to the goods if they are not in dispute or if the debtor's financial position endangers MMV's claims.

13. Cancellation, omission and postponement of services

13.1 If the service is not provided due to circumstances for which the client is responsible, MMV is entitled to charge flat-rate cancellation costs (in accordance with point 13.2) (option for MMV).

13.2 The flat-rate cancellation costs for cancellations or reorders are dependent on the notification period met by the client and the offer price of the agreed service:

- Cancellations more than 144 hours before departure are free of charge
- Cancellations more than 72 hours before departure: 35% of the circulation price,
- Cancellations between 72 and 24 hours: 50% of the circulation price,
- Cancellations less than 24 hours before departure: 70% of the circulation price,
- Postponements of 2 - 24 hours will be billed with additional costs.
- Postponements > 24 hours are treated as cancellations.

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14. Prohibition of offsetting

14.1 Offsetting against claims with counterclaims of any kind by the client is excluded. This does not apply to counterclaims that have been expressly recognized by MMV in writing or have been legally established by a court decision.

15. Delivery times

The delivery times for the transport of goods result from Art. 16 CIM, even if the specific transport should not be subject to the scope of the CIM. The delivery times specified in this provision begin with the acceptance of the goods. They are closed on Saturdays, Sundays and public holidays, unless otherwise agreed. The delivery times are extended by the duration of the stay, which is caused through no fault of the carrier. If the delivery period ends at a point in time outside of the operating times / transshipment times of the destination station applicable to the delivery point, it ends with the agreed or next following operating times and transshipment times that apply to the delivery point. Delivery times deviating from Art. 16 CIM can only be effectively agreed if they are entered in the consignment note and this consignment note has been signed by the client and MMV. Timetables and transport plans and train plans communicated or sent to the client are not delivery time agreements, but only approximate operational guidelines. Exceeding these guide values without simultaneously exceeding the deadlines specified in Art. 16 CIM cannot trigger any kind of liability on the part of MMV

16. Liability

16.1 Insofar as mandatory statutory provisions (such as the CIM-COTIF) determine liability, these provisions (special provisions of freight law) apply in the currently valid version.

Otherwise MMV is only liable in accordance with the following liability provisions:

- In the event of loss or damage to the goods, MMV is liable with 4 special drawing rights (SDR) per kilogram of the damaged or lost goods or up to an amount of 500 SDR for the piece or the unit is limited to a maximum of the amount, whichever is the lower.
- If delivery times are exceeded, liability is limited to half of the freight.
- For all other damages the maximum liability is € 4,000 per case of damage. - MMV's liability is further limited to direct damage and the aforementioned maximum liability amounts;

16.2 MMV, its employees and vicarious agents are only liable for damage caused intentionally or through gross negligence and intentional or grossly negligent breaches of the obligations assumed.

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16.3 MMV is not liable for indirect damage, consequential damage, lost profit or damage from claims by third parties against the client.

16.4 Liability for events of force majeure and for events beyond the control of MMV is also excluded.

16.5 Any claim for damages against MMV can only be asserted within six months after the person (s) entitled to claim knowledge of the damage, but no later than three years from the occurrence of the (primary) damage after the event giving rise to the claim unless longer limitation periods are mandatory in statutory provisions.

16.6 The client is liable (also towards third parties, e.g. shippers) for compliance with the weight limits according to the load limit table and loading regulations of the wagons used, as well as for damage that occurs during use due to improper loading or unloading. This also includes consequential damage / costs from the train circulation when handling damaged wagons.

17. Resignation

17.1 Without prejudice to the statutory rights of withdrawal, the contracting parties are entitled to withdraw from the contract immediately if:

- preliminary or final insolvency proceedings are initiated against the assets of the contractual partner or are rejected in the absence of assets to cover costs;
- the official permits (or concessions) required for the operation are withdrawn from the contractual partner or withdrawn by the latter;
- the contractual partner persistently violates essential provisions of the order despite a written reminder and the setting of a grace period by the other contractual partner.

18. Confidentiality

18.1 Documents such as drawings, plans, presentations or other order documents may not be reproduced, passed on to third parties or made accessible without the written consent of MMV and may be requested back at any time. These aids may only be used to carry out our orders and may not be made accessible or made available to third parties outside the company. Otherwise, flat-rate damages per incident in the amount of EUR 10,000.00 will be due.

19. Data protection

19.1 Personal data of the customer are used to process the contractual relationship within MMV-Rail Austria Ges.m.b.H. used and, if necessary, passed on to subcontractors for this purpose. The customer

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also gives his consent that the data he has disclosed may also be used for marketing purposes. The customer can revoke his consent to the use for marketing purposes at any time in writing by sending a letter to MMV-Rail Austria Ges.m.b.H., IZ NÖ-Süd Straße 7, Objekt 58D Top 3, 2nd OG, 2355 Wiener Neudorf.

20. Successor in title

20.1 The rights and obligations from this contract, including this transfer obligation, are to be expressly transferred to any legal successors.

20.2 The client is obliged to notify MMV in writing before the legal succession occurs.

21. Place of Jurisdiction and Applicable Law

21.1 For all disputes arising from the legal transactions concluded between MMV and the client, including disputes about the formation of the legal transactions, the jurisdiction of the competent court at the seat of the MMV is expressly agreed.

21.2 The application of Austrian law to the exclusion of the reference norms of the IPRG and the UN sales law is expressly agreed between MMV and the client.

22. Final provisions

22.1 Oral agreements on main or ancillary service obligations only become binding for MMV after written confirmation by an authorized representative body of MMV, and actual practice deviating from a written agreement does not establish any expansion of future performance obligations beyond the individual case. All changes must be made in writing. The same applies to the waiver of the written form requirement.

22.2 The data related to the business relationship (in particular name, address, telephone and fax numbers, e-mail addresses, order, delivery and billing address, order date, delivery dates, etc.) are electronically stored by MMV and further processed. The client declares its express consent to this.

22.3 The possible ineffectiveness of individual provisions does not affect the validity of all other provisions. The ineffective regulation is replaced by an effective one that comes closest to the ineffective one economically in terms of meaning and purpose.

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