

PRS S.p.A.
GENERAL TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. These General Terms and Conditions (below also only “**GT&C**”) apply to all sales by PROGRESS RAIL SIGNALING S.p.A. (“**Seller**”), as stated in any related sales offer issued by such Seller. This is an offer to sell to Buyer by Seller. Seller may revoke this offer at any point up to, an including, acceptance of the goods or services by Buyer. BUYER’S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO THESE TERMS AND CONDITIONS AND ANY PRINTED ON SELLER’S SALES OFFER. NO TERMS OR CONDITIONS ISSUED BY BUYER ARE BINDING ON SELLER AND SELLER REJECTS ANY SUCH TERMS OR CONDITIONS, UNLESS SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. ACCEPTANCE OF THESE TERMS SHALL BE EVIDENCED BY BUYER’S ACCEPTANCE OF GOODS OR SERVICES OR UPON BEGINNING OF PERFORMANCE BY SELLER. Any agreement (the “**Agreement**”) concerning the sale of Seller’s goods and services is embodied in the following documents: Seller’s sales offer these general terms and conditions and any schedules attached thereto (if any). In case of any differences and/or inconsistencies between such documents, Seller’s sales offer and schedules shall prevail over these GT&C and Seller’s sales offer shall prevail over the schedules (if any).

2. PURCHASE PRICE. The purchase price of the goods or services shall be as stated on Seller’s sales offer, provided however that, if Seller announces a general price increase, the purchase price shall be revised to include the price increase unless the goods are scheduled for shipment or services are to be performed within thirty days of the price increase. The purchase price of the goods and services shall be paid by Buyer to Seller, by bank wire transfer, within thirty (30) days as from the acceptance of Seller’s offer. The set-off by Buyer of any amount due to Seller shall not be allowed, unless expressly authorized in writing by Seller. Should the sale of goods and/or services be subjected, directly or indirectly, to the provisions of the

Italian Public Procurement Law (i.e. D.Lgs. no.36/2023), Seller and Buyer shall comply in all respect with the provisions of Section 3 of Law no. 136/2010, subpoena of nullity of the Agreement; thus it is *inter alia* convened that: **(a)** any payments by Buyer of the purchase price/s (or of any other due amount under the Agreement) shall be made by bank wire transfer and it shall include reference to the tender identification number (CIG) and project code number (CUP) and **(b)** payments of the price (or of any other due amount under the Agreement) shall be made into bank accounts owned by Seller and dedicated by Seller (on non-exclusive basis) to public procurements. Any breach of the above mentioned undertakings shall entitled the innocent party to terminate the Agreement due to the other party’s fault.

3. LIMITED WARRANTIES. **(a)** Seller warrants that the goods and services sold to Buyer through the Agreement will comply with agreed upon specifications when performed (“**Warranty**”). Seller warrants only its services and goods and it does not warrant any goods of third parties supplied in performance of sale of its own goods and services. However, Seller may assign to Buyer, at Buyer’s request and to the extent they are assignable, warranties applicable to goods or services provided by third parties and supplied by Seller in performance of sale of its own goods and services. Should the goods and/or services be manufactured and/or performed according to Buyer’s specifications, such goods and services shall comply with such specifications: Buyer shall be responsible for the completeness and accuracy of its specifications and it shall keep Seller harmless from any liability which may arise therefrom.
(b) The warranty for goods and services shall be in force for the period of 24 (twenty-four) months as, respectively, from time of delivery of the goods and from the time of completion of services (“**Warranty Period**”).
(c) Buyer shall keep the goods found to be not in conformity with the specifications in separate storage and allow the inspection thereof at any time by Seller. At Seller’s option, Buyer shall send back to Seller all

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nonconforming goods, at Buyer's costs. Upon the condition precedent that the Warranty applies to nonconforming goods and the claim has been made within the terms and conditions herein provided for, Seller's sole and exclusive obligations shall be to: i) repair, within a reasonable time having regard to the non conformity, the defective good; or, alternatively, at its sole discretion, ii) replace, within a reasonable time having regard to the non conformity, the nonconforming goods or part thereof. Should Seller assess that the goods were not covered by the Warranty, due to the expiration of the Warranty Period or otherwise, Seller shall be entitled nonetheless to carry out the repair and/or substitution of the good: however, in such a case, this service will be charged to Buyer according to Seller's usual tariff and costs. With regard to Services not in conformity with the specifications, provided that the conditions precedent set forth above are complied with, Seller shall be exclusively bound to re-perform such service.

(d) The warranties in the Agreement are void and shall not apply if items on which services have been performed or Seller's goods and/or services supplied have been damaged and/or are non in conformity by improper application, abuse or neglect, improper maintenance or repair, subjected to inappropriate environmental or operational conditions or services by Buyer and/or third parties without prior written authorization from Seller. SAVE THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, SELLER MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY RELATED TO PERFORMANCE OR TO THE SUITABILITY OF BUYER FURNISHED DESIGNS, MODIFICATIONS OR SPECIFICATIONS.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, SAVE THE CASES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCTS, Seller's liability hereunder for nonconforming goods and/or services shall be limited to: (1) the assignable warranties referenced above with respect to goods; (2) repair or

replace of the goods, as set forth above (3) re-performance of services; or (4) allowance of a credit, at its option. TO THE FULLEST EXTENT ALLOWED BY LAW, SAVE THE CASES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCTS Seller's total cumulative liability in any way arising from the performance or breach of the provision of this Agreement concerning any goods sold or required to be sold, or services performed or required to be performed shall NOT in any case exceed the purchase price paid by Buyer for such goods or services. TO THE FULLEST EXTENT ALLOWED BY LAW, SAVE THE CASES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR FOR EXEMPLARY, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER THE CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, AND IRRESPECTIVE IF SELLER WAS ADVISED OR AWARE THAT SUCH DAMAGES WERE POSSIBLE OR LIKELY. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SAVE THE CASES OF GROSS NEGLIGENCE AND WILFUL MISCONDUCT, NO DELIVERY DATES ARE GUARANTEED: BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY OF GOODS OR SERVICES SHALL BE LIMITED AS SET FORTH HEREIN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE ACCEPTANCE OF THE GOODS OR SERVICES SOLD HEREBY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

5. FORCE MAJEURE. In addition to all other limitations stated herein, Seller shall be excused for any failure or delay in the performance of any of its obligations under the Agreement if such failure or delay is due to a strike, including strikes limited to the Seller's personnel, lockout, work stoppage, labor dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, explosions and

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other "act of God", accident, trade sanction, embargo, act of war, insurrection, terrorism or threats of same; condition caused by national emergency, new or changed law; failure of suppliers to deliver or meet requirements; shortages of labor or raw materials; casualties or breakdown of or damage to plants, equipment, or facilities of Seller, any component manufacturer, repair facility, or their respective suppliers; breakdown in transportation services; any other act or cause which is unpredictable and cannot be reasonably avoided; and any act or cause which is beyond the reasonable control of Seller, whether similar to or different from the causes above enumerated, and whether affecting Seller or its agents, subcontractors, or suppliers, for as long as such circumstances prevail. Seller will undertake, as soon as practicable, to notify Buyer of any actual or anticipated failure or delay, and Buyer will use its commercially reasonable efforts to mitigate any force majeure event and its consequences on performance hereunder. The Parties shall remain liable for those obligations under this Agreement not affected by the force majeure event; provided however, that in the case of any sanction, embargo, or other trade order or rule that would prohibit or otherwise render Seller's performance under the Agreement impracticable, Seller shall be excused from the performance of any remaining obligations under the Agreement and the Agreement terminated, without cost or liability, upon written notice by Seller.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OF WARRANTIES AND REMEDIES. In order to protect Seller against claims by any purchaser from Buyer, if Buyer resells any of the goods or services purchased under the Agreement, Buyer shall include the provisions contained in paragraphs 3 and 4 of these GT&C, dealing with Seller's warranties and limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer. Buyer shall also include a provision in its agreement with its buyer applying the law of this Agreement (art. 17) to any claims its buyer might assert with respect to goods or services provided by Seller. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that Seller incurs by reason of Buyer's failure to comply with this

paragraph. The provisions of this paragraph shall survive the acceptance of the goods or services sold hereby or the termination of the Agreement for any reason.

7. SHIPMENT/PASSAGE OF TITLE. All goods shall be delivered EX WORKS Seller's facility (Incoterms® 2010). Title to the goods sold hereunder shall pass to Buyer upon delivery to the carrier at the point of delivery.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. If Buyer fails to comply with any provision of the Agreement or fails to make payments pursuant to the Agreement or any other agreement between Buyer and Seller, Seller may at its option defer shipments or performance or, without waiving any other rights it may have, terminate this Agreement without liability. Should Buyer be insolvent or should Seller have reasons to believe that Buyer will be insolvent and/or it will not comply with its payment obligations hereunder, Seller reserves the right before making any delivery, or providing any service, to require adequate security for payment, and if Buyer fails to comply with such requirement, Seller may terminate the Agreement. A late charge, according to the provisions of D.Lgs. no 231/2002, will be imposed on all past due accounts. The Seller reserves the faculty to assign its credit right from now on.

9. CLAIMS BY BUYER. Buyer shall thoroughly inspect goods and services sold under the Agreement immediately upon receipt to verify that the such goods and services conform to the specifications of the Agreement. Buyer must notify Seller of claims for failure or delay in delivery within ten (10) days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming goods or services within ten (10) days after receipt, or any claim related to such goods or services shall be waived and deemed forfeited. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the goods or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the

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carrier unless Buyer shall have entered full details thereof on its receipt to the carrier: this without prejudice to the liability of the carrier in such events.

10. PERMISSIBLE VARIATIONS. The goods sold hereunder shall be subject to standard manufacturing variations, tolerances and classifications of the Seller and in the industry. Seller shall be entitled at any time to assign and/or subcontract part or all of the supply of the goods and services under the Agreement to third parties.

If the Agreement is subjected, directly or indirectly, to the provisions of the Italian Public Procurement Law (i.e. D.Lgs. no. 36/2023 and subsequent amendments), Buyer shall apply and enforce with its subcontractors the provisions of Section 3 of Law no. 136/2010 (and subsequent amendments) on traceability of payments, subpoena of nullity of the subcontract.

11. TECHNICAL ADVICE – SERVICES ON SITE.

(a) Buyer represents that it has made its own independent determination that the goods or services it is purchasing under the Agreement meet all design and specification requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller.

(b) Should Seller perform delivery of goods or services at Buyer's facilities, Buyer shall provide Seller free access to such facilities and it shall take all necessary measures to guarantee the health and safety of Seller's personnel. Seller shall be entitled, at its discretion, to perform safety audits at the Buyer's facilities, prior to the commencement of its activities under the Agreement, and Buyer shall furnish to Seller any and all information on the health and safety conditions of the sites. Buyer's facilities shall be free from any hazardous materials. Seller may at its option defer or suspend performance or, without waiving any other rights it may have, terminate the Agreement, should Buyer not comply with Seller's health and safety requirements and/or law provisions on these matters. Buyer shall be liable for any damage which Seller may bear as consequences of Buyer's violation of the provisions of this clause and it shall keep Seller harmless from any liability arising therefrom.

12. TAXES. No tax imposed in respect of the sale of the goods or services sold hereunder is included. Any such tax shall be added to, and paid by Buyer as part of, the selling price.

13. INDEMNITY. To the fullest extent allowable by law, Buyer shall defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, representatives and affiliates from any and all loss, liability, claim, cause of action, cost, judgment, or damages, including reasonable attorney fees for any personal injury, death, property damage, or economic loss of any sort, related to any act or omission of the Buyer or use or abuse of the goods by the Buyer or any third party receiving, using or abusing the goods after Buyer's receipt, without regard to whether any loss is based upon breach of contract, breach of warranty, negligence, strict liability, or other tort or contract theory or cause of action.

14. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

15. PERIOD OF LIMITATIONS. Save as otherwise provided for in the Agreement, and to the extent allowed by the applicable law on forfeiture (i.e. according to Articles 2964 and subs. of the Italian Civil Code), Buyer and Seller agree that any action by Buyer against Seller for breach of the Agreement, including any action for breach of warranty, or otherwise in connection with the goods or services sold under the Agreement, must be commenced by Buyer against Seller within one year after delivery of the goods and/or performance of services.

16. SEVERABILITY. In case any provision of the Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. APPLICABLE LAW. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Agreement. The

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Agreement shall be governed by, and construed and enforced in accordance with, the laws of Italy without regard to its provisions on conflict of laws.

18. EXCLUSIVE JURISDICTION. Any dispute arising in connection with the performance, non-performance and/or interpretation of the Agreement shall be exclusively settled by the Court of Pistoia, Italy. However, Seller shall be always entitled to commence proceedings against Buyer in any jurisdiction where the Buyer has (or will have) its registered office or elsewhere, in Italy or abroad, as Seller will deem proper.

19. INTELLECTUAL PROPERTY. Seller is the exclusive holder and have exclusive title on any intellectual property rights concerning the goods and services (“**Intellectual Property Rights**”) and Buyer shall not, while the Agreement is in force and/or at any time thereafter, prejudice, breach and/or act to the detriment of such Seller’s rights. Neither while the Agreement is in force nor at any time thereafter, Buyer shall have the right to file any application or registration relating to the Intellectual Property Rights nor to use and exploit the software embodied into the goods beyond the limited scope of using Seller’s goods and/or services. Neither while the Agreement is in force nor at any time thereafter, Buyer shall use and/or register the tradename of Seller or Seller’s trademarks. Should Buyer be allowed to use the tradename of Seller or Seller’s trademarks, Buyer shall do so in strict compliance with Seller’s instructions and for the limited scope set forth in these general terms and conditions.

20. CONFIDENTIALITY. (a) The term “Confidential Information” shall mean any and all information concerning the data, specifications, designs, drawings, prototypes, standards, know-how, models of, and any other information and data related to, the goods and/ or services or their use,. Selling prices and all the terms and conditions of the Seller’s sale offer are deemed to be “Confidential Information”. (b) Buyer shall: (i) keep confidential and not disclose to third party/ies the Confidential Information, without Seller’s prior written consent; and (ii) use the Confidential Information only for the limited scope intended in this Agreement and not for

any other purpose whatsoever. Buyer shall disclose the Confidential Information solely to its employees who have a need to know such Confidential Information and only to the extent necessary to perform their duties under the Agreement. The disclosure of the Confidential Information by Buyer to any third party (including consultant and external advisors) is not allowed without the prior written consent of Seller and upon execution by such third party of a confidentiality agreement having the same terms and conditions set forth under this clause. (c) The obligations of confidentiality shall not apply (or shall cease to apply) to the Confidential Information which: (i) is known to the public or becomes known to the public through no fault of Buyer; and (ii) Buyer is able to prove that the Confidential Information has been independently generated or has been lawfully received by third parties who were not subject to any confidentiality restriction. (d) Buyer shall not make any copy or reproduce in any kind of medium (electronic and/or paper) the Confidential Information, nor shall be it entitled to transfer the Confidential Information. (e) The obligations of confidentiality and limited use by Buyer shall be in force for the term of the Agreement and after its expiration and/or termination, until one of the events set forth under this clause 20, let. (c) occurs. (f) Should Seller be holder of an intellectual property right on any of the Confidential Information, the obligations of limited use by Buyer of such Confidential Information shall be in force until expiration of such intellectual property rights.

21. COMPLIANCE WITH LAWS. Without prejudice to the provisions of Section 17 above, Buyer understands and agrees that goods and services sold by Seller, and any software, parts and components contained therein, along with any related manuals, materials, information or data, including but not limited to any parts, support or services provided by Seller, as well as performance by the Parties under this Agreement, may be also subject to mandatory laws, rules, regulations, directives, ordinances, orders, or statutes of the United States and laws of other, applicable countries (including, without limitation, Russia, Italy and European directives and regulations) (the “**Laws**”). Buyer agrees to comply with such Laws,

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as applicable, which may include but are not limited to, the U.S. Foreign Corrupt Practices Act, UK Bribery Act, Italian Anti-Corruption Law (Law no. 190/2012), anti-bribery Laws of other countries, Italian Corporate Criminal Act (Legislative Decree no. 231/2001), U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State.

Buyer declares that:

- he has read the OM, available emailing at adv231@cat.com, and the Ethic Code, available at the link <https://www.caterpillar.com/it/company/code-of-conduct.html>;
- he accepts the rules of conduct set out therein as an integral part of this contract.

Buyer declares that he has not been committed any violation that may determine his responsibility pursuant to the provisions of decree 231/2001 and not to be aware of investigations in progress by the competent authority in this regard.

Buyer undertakes to operate in accordance with the rules established by decree 231/2001 and the rules of conduct established in the OM and in the Code of conduct and not to implement - and to ensure that their employees and collaborators do not put in place - any conduct that could cause PRS liability pursuant to Decree 231/2001.

In the event of non-compliance, even partial, by the buyer with this clause and/or in the event that the declarations made by the buyer prove to be incorrect, untrue or incorrect, PRS may terminate this contract [pursuant to art. 1456 c.c.], without prejudice.

Buyer agrees to cooperate with Seller to ensure compliance with the Laws when engaging in activities related to Seller's performance of obligations under this Agreement and further agrees to indemnify, defend, and hold harmless Seller, Seller's direct and indirect parent entities and affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns, against demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Buyer's obligations under this paragraph. In the event of an enforcement action against Buyer relating to Buyer's non-compliance

with the Laws that reasonably relate to Buyer's performance under this Agreement, Buyer shall provide to Seller written notice of such enforcement action prior to publication or disclosure of such enforcement action, and in no event later than five (5) business days following such enforcement action. Notwithstanding the foregoing, Buyer agrees not to export, reexport, transmit or otherwise transfer the goods or services, whether directly or indirectly: (i) to any person or entity listed or otherwise designated as a blocked, prohibited or trade restricted person or party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State; (ii) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation, or (iii) to any destination or transit point subject to trade prohibitions by the U.S. government, as may be amended from time to time, such as the prohibition against transactions or trade with Iran or the Government of Iran or by any other applicable European directive or regulation (including, without limitation, Dual Use regulation).

22. DATA PROCESSING. In the context of activities concerning personal data processed in the context of the activities provided for by the Contract, the Parties will generally act as autonomous "controllers" or "processors" in full compliance with the provisions of EU Regulation 679/2016, as well as decree 30 june 2003, n. 196. The data will be used for the sole purpose of performing the services subject to the Sales Contract and for the time strictly necessary for the execution of the same. The parties, each in its own competence, ensure compliance with the provisions of the aforementioned EU Regulation 679/2016, including with reference to security measures.

For acceptance

Buyer:

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Signature:

Title: Legal Representative:

Place and date:

According to articles 1341 and 1342 of the Italian civil code, Buyer has read and fully understood and hereby expressly accepts and assents to the following clauses of these general terms and conditions set forth above: Section 2 (Purchase Price), Section 3 (Limited Warranties), Section 4 (Limitation of Buyer's remedies and Seller's liability), Section 6 (Buyer's obligation to pass on limitation of warranties and remedies), Section 8 (Payments and late charges on past due accounts), Section 9 (Claims by Buyer), Section 10 (Permissible Variations), Section 11 (Technical Advice – Services on Site), Section 15 (Period of Limitation), Section 17 (Applicable law), Section 18 (Exclusive Jurisdiction) and Section 21 (Compliance with Laws).

For acceptance

Buyer:

Signature:

Title: Legal Representative:

Place and date:

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