

# SIEMENS

## Addendum to the Siemens Ordering Terms and Conditions for the Duisburg location

Status: 2020-07-22

### 1. Order Confirmation

The following applies in addition to Article 1 of the Siemens GT&Cs: The ORDER becomes valid when the PURCHASER receives the unconditional, written acceptance of the offer from the CONTRACTOR. The acceptance can only be executed using the attached order confirmation.

The order confirmation is executed by sending back the attached copy of the conformation, stamped and signed without reservations. The PURCHASER should expect the order confirmation within 10 (ten) business days.

If the CONTRACTOR does not agree with an item in this letter/these documents, the objection must be substantiated in detail in the confirmation or a separately attached letter.

### 2. Performance period, contractual penalty in the event of an interruption in performance

The following applies in addition to Article 3 of the Siemens GT&Cs: Should the CONTRACTOR default on the delivery of the required documents, the PURCHASER is entitled to charge a contractual penalty in the amount of EUR 500.00 (five hundred euros) per document for each commenced calendar week of delay, but no more than a total of EUR 20,000 (twenty thousand euros).

The document delivery dates (e.g. for supplier documentation and user manuals) are defined in the Purchase Order attachment "supplier documentation list" and the enclosed documents of the purchasing order and information. The latest delivery date for ECC-documents (export data sheet, supplier declaration for goods with preferred origin quality and certificate of origin) and also quality documents and certificates is with delivery of the hardware, in the case of documents within the scope of a provision, three working days after delivery of the provision

### 3. Confidentiality

The following applies in addition to Article 11 of the Siemens GT&Cs: All plans, documents, designs, drawings, models, etc. that the CONTRACTOR receives in connection with the ORDER shall remain the sole property of the PURCHASER. They shall be returned to the PURCHASER at any time upon request, and, without request, no later than when the order is complete. The assertion of rights of retention to these objects is excluded.

All working results achieved by the CONTRACTOR are intended for the PURCHASER and are the absolute property of the PURCHASER. The CONTRACTOR shall maintain strict confidentiality, including toward third parties, regarding all procedures, operational facilities, operational equipment etc. of which it becomes aware in conjunction with its work. This obligation shall continue to apply for a period of 10 (ten) years after the completion of the order. The CONTRACTOR shall suitably obligate the employees it tasks to execute the order to maintain confidentiality in accordance with this provision.

### 4. Documentation

All required documents are to be delivered to the following addresses:

- Quality documents and certificates according to Instruction 106 663 10 to: **quality.documentation.dbg.energy@siemens.com**
- Operating manuals and supplier documentation according to WN 801 445 98: **The relevant email address can be found in the supplier documentation list**
- Operating manuals (if there is no supplier documentation list) to: **manuals.duisburg.oil-gas@siemens.com**
- Request form for export data / (long-term) supplier declaration for goods with preferential origin status (according to the Implementing

Regulation (EU) 2015/2447 on the Union Customs Code/Appendix 22-15): **eccdokumente.duisburg.energy@siemens.com** or in case of service orders (department stated with **PS or / and delivery address stated "Esso repair and Service center"** to the purchaser named in the purchase order.

### 5. Parts Identification

Every loose part in the delivery that weighs more than 250 kg (two-hundred fifty kilograms) must additionally be permanently marked with its weight.

When sending requested material samples, these samples must be stamped with the parts identification of the associated main components.

Parts and documents without identification will be returned at the PURCHASER's cost or, if the PURCHASER chooses, destroyed and considered undelivered.

Unless otherwise specified, with the delivery of components the CONTRACTOR is required to always deliver material and package lists showing all individual delivery items with detailed descriptions. It is mandatory for the lists to be in English or in both German and English. If loose/disassembled parts are included in the delivery that cannot be recognized as such from the order items, send the "106 000 10 Loose Parts List" document, completely filled out, to the PURCHASER by no later than 36 (thirty-six) business days prior to the delivery.

The responsible buyer specified in the order header must be notified that the order is ready to ship 5 (five) days prior to shipping. This ORDER shall be delivered as a complete order. We do not permit and will not accept partial deliveries; they will be returned to you at your cost and considered undelivered.

Deliveries amounting to more than 5 (five) tons gross weight per delivery to the Duisburg location must be reported to the following email address: **LogistikDBG.Wareneingang.energy@siemens.com**

### 6. Routing order

If the "FCA" Incoterms apply, the following information must be taken into account:

For the binding collection of your shipping data and to be notified that your material is ready for pick-up, please use the routing order tool „lLoP“ (Inbound Logistics for Plants) on the following website: <https://ax4.com/ax4/?ID=3719631>

Recipient's department: see order header

Notification via this tool is exclusively for shipments for which Siemens AG Duisburg is the freight payer.

Completing the shipping data (send notification) generates an email to the specified contract freight forwarder, the PURCHASER and the CONTRACTOR. With this, the delivery notification is documented on the part of the CONTRACTOR.

Urgent and special transport operations, transport operations with extreme oversize shipments and transport operations that are not for the Siemens plants in Germany must be processed by the specified plant contact and not using this tool.

A quick start guide explaining the use of this tool can be found on the website [www.siemens.com/ordering-terms-conditions-duisburg](http://www.siemens.com/ordering-terms-conditions-duisburg).

The PURCHASER requests that the CONTRACTOR note that the freight forwarding companies and the PURCHASER have agreed that vehicle provision times are to total up to two days within Germany and, in other countries, sometimes longer periods. We therefore request that the CONTRACTOR place its order in due time. The CONTRACTOR shall have the PURCHASER confirm the final delivery address in advance. In the event of non-compliance with this routing order, the PURCHASER shall not pay the transport costs.

### 7. Packaging rules

Packaging of the goods provided by you must take place under compliance with our document "106 821 10 Packaging Guidelines for

External Suppliers". Deviations from these rules entitle the PURCHASER to reject your goods or send them back at your cost.

## 8. Free storage

If a release for shipment is required, deliveries without a release for shipment from the PURCHASER are not permitted. The CONTRACTOR shall also offer the option of storing the material to be delivered for a period of up to 36 (thirty-six) business days, free of charge, for the PURCHASER.

If the storage period is extended, the PURCHASER shall pay the CONTRACTOR a reasonable amount to be agreed upon for each additional calendar week of storage.

## 9. Environmentally-friendly products

The PURCHASER insists on compliance with "EP Standard No. 1 Requirements for designing environmentally-friendly products and systems".

## 10. Audits

If necessary, the PURCHASER, in cooperation with the customer or a third party commissioned by the PURCHASER, can perform an audit of the CONTRACTOR's quality management system and quality assurance activities at any time during normal working hours at the CONTRACTOR's and its subcontractors' premises with 10 (ten) days' notice. The request must be justifiable, and the objective, type, scope, date and location of the audit must be specified. During the audit, the CONTRACTOR guarantees it will provide the inspection personnel all necessary support and access to qualified personnel, documentation and the production process. The inspection personnel is permitted to participate in any of the CONTRACTOR's quality tests.

The CONTRACTOR can refuse to grant access to company secrets. You shall bear all costs incurred in conjunction with the audit with the exception of the travel expenses for inspection personnel.

The PURCHASER is permitted to share the results of the audit report and all audit records with Siemens and its affiliates.

The CONTRACTOR shall ensure that the audit rights are also enforced by its subcontractors accordingly.

## 11. Expediting

The CONTRACTOR shall ensure that the production of the ordered material and all related activities can be viewed and inspected by the PURCHASER, its agents and/or its customers or their agents at any time at the CONTRACTOR's premises and the premises of its subcontractors; these inspections can also take place unannounced. If such inspections result in costs, these costs shall be borne by the CONTRACTOR, with the exception of the personnel costs for the inspection personnel sent by the PURCHASER's customer or their agents.

The CONTRACTOR shall provide the inspection personnel any support necessary for them to perform their duties and shall provide the documents necessary to inspect the technical properties of the parts to be delivered by the CONTRACTOR. If during inspection visits the PURCHASER's customers and/or their agents make requests to the CONTRACTOR that do not comply with the ORDER, the CONTRACTOR must obtain approval from the PURCHASER prior to agreeing to meet these requests.

## 12. Acceptance

If acceptance in accordance with Art. 4.1 of the Siemens GT&Cs is required, this acceptance or a potential waiver thereof does not release the CONTRACTOR from its general liability in accordance with Article

8 of the Siemens GT&Cs. The buyer specified in the order header must be notified that the goods are ready for acceptance at least 10 (ten) business days prior to acceptance (alternate deadlines from test plans take precedence) in writing via fax or email. The invitation must be sent using the "101 846 10 Supplier Inspection Notification Form" template provided by Siemens.

### *Costs for repeating the acceptance:*

If acceptance requested by the PURCHASER has to be repeated because the person accepting on behalf of the PURCHASER had to refuse to accept because of non-compliance with regulations, the CONTRACTOR shall bear the costs incurred by the PURCHASER for a new acceptance attempt. In addition, the CONTRACTOR shall assume all travel costs and expenses incurred by the PURCHASER, its customers and/or a third party commissioned by the PURCHASER, plus 0.5% (zero-point five percent) of the order value of the items scheduled for acceptance, but at least EUR 500 (five hundred euros).

## 13. Postponement, cancelation, transferability / Change in the scope of delivery and services

**13.1** With respect to standard products, the PURCHASER is entitled to postpone the delivery deadline for all or a portion of the ordered products or partially or fully cancel this AGREEMENT free of charge if it notifies the CONTRACTOR thereof at least 10 (ten) business days prior to the agreed upon delivery deadline.

With respect to products that have been adjusted to the needs of the PURCHASER, the PURCHASER is entitled to postpone the delivery deadline for all or a portion of the ordered products or partially or fully cancel this AGREEMENT free of charge if it notifies the CONTRACTOR thereof at least 30 (thirty) business days prior to the agreed upon delivery deadline.

The PURCHASER is entitled to request changes regarding the ordered products at any time. The CONTRACTOR shall inform the PURCHASER in writing or via email within 5 (five) business days after receiving the PURCHASER's change notice as to whether and to what extent the PURCHASER's change request might impact the delivery deadline and/or the agreed upon remuneration; in this case, the CONTRACTING PARTIES shall mutually agree on a reasonable postponement of the delivery deadline and reasonable remuneration for additional expenses. Additional expenses shall only be reimbursed if the PURCHASER has expressly agreed to the additional expenses in writing in advance. If the CONTRACTOR does not provide this information within 5 (five) business days, the change requested by the PURCHASER is considered accepted by the CONTRACTOR and will not impact the agreed upon delivery deadline and agreed upon prices. The PURCHASER can fully or partially transfer rights and obligations resulting from this ORDER to a company affiliated with the PURCHASER in accordance with §15 of the AktG (Stock Corporation Act) at any time and without the CONTRACTOR's approval.

**13.2** If the CONTRACTOR derives price-related and/or scheduling-related consequences due to the PURCHASER making changes to drawings or based on mutually agreed upon coordination meetings, the PURCHASER must be notified, without request, no later than 10 (ten) business days after the CONTRACTOR receives the modified drawings and/or after the coordination meeting in a separate letter in which the prices change and/or postponement is specified.

If an exact price cannot be provided by this deadline, the PURCHASER shall receive a preliminary estimate which must be specified exactly within an additional 10 (ten) business days. The PURCHASER will not recognize additional costs and/or postponements announced later.

Price and scheduling changes announced on time shall not necessarily mean that the PURCHASER has to recognize them. Price and/or scheduling changes become contractually effective by means of an addendum from the PURCHASER's purchasing department.

The CONTRACTOR shall notify the PURCHASER if missing information, supplies or drawing approvals from the PURCHASER puts the agreed upon date at risk with enough advance notice that the PURCHASER can still execute the delivery on time.

If the CONTRACTOR does not inform the PURCHASER or does so too late, the CONTRACTOR shall deliver according to the contractual conditions at the price and on the date agreed upon in the original agreement. According to the agreement, the CONTRACTOR's delivery is only considered fulfilled when the PURCHASER has also received the required documentation complete and in the proper form.

Any changes to this ORDER must be made in writing. The written form requirement can only be waived in writing.

If a provision in this ORDER is invalid or unenforceable, this shall not affect the remaining provisions.

#### **14. Completeness**

The price includes all deliveries and services pertaining to proper use and fault-free operation, even if they are not expressly mentioned in the ORDER.

If it is determined that parts required for the proper use or fault-free operation are still missing, you shall subsequently deliver and, if necessary, install them free of charge as quickly as possible for us.