GENERAL PURCHASE CONDITIONS
(SIEMENS PORTUGAL)

Edition April 2024

1. ORDER AND CONFIRMATION OF ORDER

1.1 SIEMENS may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks after receipt.

1.2 If the terms of the confirmation differ from the terms of the order, SIEMENS is only bound thereby if it agrees with the difference in writing. In particular SIEMENS is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with SIEMENS's General Purchase Conditions or if SIEMENS agrees to such in writing. The acceptance of deliveries or services, as well as payments, do not constitute such agreement.

1.3 Any amendments or additions to the order shall only be effective if SIEMENS confirms it in writing.

2. RIGHTS OF USE

2.1 The Supplier hereby grants SIEMENS the following non-exclusive, transferable, worldwide and perpetual rights:

2.1.1 To use the deliveries and services, to integrate them into other products and to distribute them worldwide;

2.1.2 To use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and/or operation of the Software;

2.1.3 To sublicense the right of use under section 2.1.2 above to affiliates, distributors and end customers. "Affiliates", means a company:
(i) which is directly or indirectly controlling SIEMENS;
(ii) which is under the same direct or indirect ownership or control as SIEMENS; or
(iii) which is directly or indirectly owned or controlled by SIEMENS.
For the purpose of the foregoing definition, "control" shall mean the ownership of fifty percent (50%) or more of the share capital or any other type of ownership interest giving the right to elect, appoint and/or remove the majority of the members of the board of directors or of any equivalent body and/or of any supervisory board.

2.1.4 To license affiliates and other distributors to sublicense the right of use under section 2.1.2 above to end customers;

2.1.5 To use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

2.1.6 To distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

2.1.7 To sublicense the right of use under section 2.1.6 above to affiliates and other distributors.

2.2 In addition to the rights granted in section 2.1 above, SIEMENS' affiliates and other distributors are authorized to allow end customers to transfer Software licenses.

2.3 All sublicenses granted by SIEMENS must contain appropriate protection for the Supplier's intellectual property rights in the Software.

2.4 All sublicenses must contain all and every contractual provision used by SIEMENS to protect its own intellectual property rights.

2.5 The Supplier shall inform SIEMENS, at the latest at the time the order is confirmed, whether the products and services to be delivered contain "open source software". In the context of this provision "open source software" is software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software.
Should the products and services delivered by the Supplier contain open source software, the Supplier must deliver to SIEMENS, at the latest at the time the order is confirmed, the following:
- The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code;
- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license;
- A written declaration that through the intended use of the open source software neither the products of the Supplier nor the products of SIEMENS will be subject to a "Copyleft Effect".
In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain products of the Supplier, as well as any products derived from these, may only

be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.
Should the Supplier fail to indicate until after receipt of the order that its products and services contain open source software, then SIEMENS is entitled to cancel the order within 14 days of receipt of this information and provision of all information contained in the above paragraph.

3. SUPERVISION AND PENALTY

3.1 During manufacturing and whenever deemed convenient by SIEMENS, the Supplier shall grant SIEMENS representatives free access to its premises and to the premises of its sub suppliers to check whether manufacturing materials and processes comply with the specifications of the respective order.

3.2 For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of delivery designated by SIEMENS, and for deliveries involving commissioning or rectification services, the relevant point in time shall be the date of acceptance.

3.3 Where any delay in delivery or performance or rectification can be anticipated, SIEMENS shall be notified immediately and its decision sought.

3.4 If, in the event of delay, the Supplier cannot prove that he is not responsible for the delay, SIEMENS may charge a penalty for each day, or part of day of delay of 0,3% but not exceeding a total of 10% of the total value of the contract. This penalty has a compulsory nature, and does not exempt the Supplier of its obligations. It is set out without prejudice of any of SIEMENS' rights resulting from such delay, e.g., liquidated damages or termination of the contract, which can be freely exercised.

4. TRANSFER OF RISK, DISPATCH, PLACE OF PERFORMANCE AND TRANSFER OF TITLE

4.1 For deliveries involving installation, commissioning or services, the transfer of risk occurs upon acceptance by SIEMENS and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by SIEMENS at the designated place of receipt.

4.2 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse, transport shall, in each case, be at the lowest possible cost, insofar as SIEMENS has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, SIEMENS may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

4.3 Each delivery shall include a packaging note or delivery note with details of the contents as well as the complete order number and no price indication. Notice of dispatch shall be provided immediately with the same information.

4.4 If the transport is performed by a carrier commissioned by SIEMENS, the Supplier shall provide the carrier with the data necessary for the transport of dangerous goods, in compliance with respective legal requirements.

4.5 If SIEMENS informs the Supplier that following the initial transport another transport is scheduled using a different mode of transport, the Supplier shall also comply with the relevant legal requirements regarding the transportation of dangerous goods for such transport.

4.6 The Supplier shall be liable for any expenses and/or damages incurred by SIEMENS due to any breach of this section 4, except in cases where the Supplier is not responsible for such breaches.

4.7 Transfer of title of the goods shall occur upon delivery to SIEMENS, or for deliveries involving installation, commissioning or services, upon acceptance by SIEMENS.

5. INVOICES

In addition to other legal provisions, it is mandatory to detail in the invoice the order number as well as the number of each individual item. The invoice date must be later than the date of the SIEMENS order. Insofar as any such detail is omitted - or contains errors -, invoices shall not be payable and will be returned to the Supplier.
Copies of invoices shall be marked as duplicates.

6. PAYMENT

6.1 Payment of invoiced goods or services shall be made by SIEMENS by bank transfer within 60 days, with the possibility of setting a different deadline whenever the framework of the supply justifies it.

6.2 If payment is made within 30 days, SIEMENS shall be entitled to a 3% discount.

6.3 The period for payment shall commence only after delivery or completion of service and the correctly issued invoice, with no errors, is received by SIEMENS. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be deemed a necessary part of the requirements of the completeness of the delivery of goods or

performance of services. A discount shall also be allowed if SIEMENS sets off or withholds any payments to a reasonable extent on account of any deficiency. The period for payment shall commence after the complete rectification of any deficiency.

6.4 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in compliance with the Contract.

6.5 In case the Supplier is a tax resident outside Portugal, the compensation referred to herein may be subject to withholding tax in Portugal. Formal requirements apply to a potential tax exemption or tax rate reduction under the double tax treaty – if any – between Portugal and the Supplier's country of residence. Supplier acknowledges its responsibility to timely send SIEMENS all required documents (e.g. certificate of residence) prior to the invoice payment due date. In case the Supplier does not provide SIEMENS with the required documents before such date, SIEMENS will be entitled to withhold the applicable tax. Once the withholding tax is paid to the local tax authorities the Supplier cannot claim the respective amount from SIEMENS. The late provision of the required documentation does not entitle the Supplier to claim from SIEMENS the amount of the withholding tax paid to the local tax authorities.

7. INSPECTION UPON RECEIPT

7.1 SIEMENS shall upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.

7.2 Should SIEMENS discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.

7.3 The complaints provided for in the foregoing sections may be raised during the warranty period and within six months of detection.

7.4 In this regard SIEMENS shall have no other duties to the Supplier other than the duties of inspection and notification mentioned above.

8. WARRANTY

8.1 If deficiencies are identified before or after the transfer of risk or during the warranty period provided for in section 8.9 or 8.10, the Supplier must at its own expense and at the discretion of SIEMENS either repair the deficiency or provide re-performance of services or replacement of deliveries. This provision also applies to deliveries subject to inspection by sample tests. The discretion of SIEMENS shall be exercised fairly and reasonably.

8.2 Should the Supplier fail to rectify (i. e. repair or replacement, at the discretion of SIEMENS) any deficiency within a reasonable time period set by SIEMENS, SIEMENS shall be entitled to:
- Terminate the contract in whole or in part without being subject to any liability for damages; or
- Demand a reduction in price; or
- Undertake any repair at the expense of the Supplier; or
- Render the services or replace the deliveries or arrange for such to be done; and
- Claim damages in lieu of performance.

8.3 Any rectification may take place, without a further deadline, at the expense of the Supplier, if delivery takes place after the original deadline.

8.4 The same shall apply if SIEMENS has a strong particular interest in immediate rectification, in order to avoid any liability of its own for delay, or for other reasons of urgency, and it is not reasonable for SIEMENS to request the Supplier to rectify the deficiency within a reasonable time period.

8.5 The above-mentioned rights shall expire one year as from the date of notification of the deficiency but, in no instance, before the expiry of the warranty periods set out in this section.

8.6 Additional or other statutory rights are not affected by the provisions set out in this section.

8.7 If the Supplier provides subsequent replacement or repairs, the warranty periods set out in section 8.9 and 8.10 shall begin to run once again.

8.8 The Supplier shall bear the costs and risk related to the return of deficient products.

8.9 The warranty period for deficiencies is three years, insofar as no statutory provisions provide longer periods.

8.10 The warranty period for deficiencies in title or limitations on rights conveyed is five years, insofar as no statutory provisions provide longer periods.

8.11 The warranty period begins to run with the transfer of risk (see section 4.1).
For deliveries to locations where SIEMENS is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

8.12 The Supplier ensures the continuity of manufacture and supply of all spare parts, components and equipment of the ordered goods for the estimated period of their useful life.

9. DUTY TO VERIFY TITLE

It is essential that the products are delivered free of any third party rights and do not infringe any industrial or intellectual property rights. The Supplier must ensure that he has all the necessary rights to supply or provide the services as ordered by SIEMENS and that they do not infringe any third rights.

10. SUBCONTRACTING TO THIRD PARTIES AND ASSIGNMENT

Subcontracting or assignment to third parties shall not take place without the prior written consent of SIEMENS. Subcontracting or assignment to third parties not pursuant to the provisions set forth hereunder shall entitle SIEMENS to cancel the order and/or terminate the contract, in whole or in part, and to claim compensation for damages suffered.

11. MATERIALS PROVIDED BY SIEMENS

11.1 Any materials provided by SIEMENS remain its property and must be stored, labeled and administered separately at no cost to SIEMENS, being the risk of loss or damage on account of the Supplier until such materials are returned to SIEMENS. Its use is limited to the orders of SIEMENS only. The Supplier shall supply replacements in the event of reduction of value or loss. This also applies to the transfer of materials allocated to a specific purpose.

11.2 Any processing or transformation of materials shall revert to SIEMENS. SIEMENS shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, SIEMENS and the Supplier hereby agree that SIEMENS shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for SIEMENS at no extra cost and in so doing exercise the duty of care of a merchant.

12. TOOLS, SCHEMATICS, SAMPLES, CONFIDENTIALITY

12.1 Any tools, translation materials (documents), schematics, samples, models, profiles, drawings, technical specification sheets, printing templates and materials provided by SIEMENS, as well as any materials derived thereof, shall not be made available to any third party nor used for any other purpose than those contractually agreed, except with the prior written consent of SIEMENS. Such materials shall be protected against unauthorized access or use. In addition to any other rights SIEMENS may demand that such materials be returned if the Supplier breaches these duties.

12.2 The Supplier shall not make available to any third party any information obtained from SIEMENS if such information is not already of general knowledge or has not been lawfully obtained by the Supplier. Insofar as SIEMENS agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

13. ASSIGNMENT OF CLAIMS

Any assignment of claims shall only be allowed with the prior written approval of SIEMENS.

14. INABILITY TO PAY / INSOLVENCY OF THE SUPPLIER

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed, even if only provisionally, or if insolvency proceedings are applied for or commenced in relation to the Supplier, SIEMENS may terminate the contract and/or any purchase orders issued thereunder. In the event of termination, SIEMENS may continue to utilize existing facilities and resources, deliveries or services already performed by the Supplier in exchange for reasonable payment.

15. CODE OF CONDUCT FOR SIEMENS SUPPLIERS AND THIRD PARTY INTERMEDIARIES AND CORPORATE RESPONSIBILITY IN THE SUPPLY CHAIN

15.1 The Supplier undertakes to comply with the laws of the legal system(s) it is subject to. Specifically and in accordance with the Supplier's Declaration and the "Code of Conduct for SIEMENS Suppliers and Third Party Intermediaries" (hereinafter referred to as " SIEMENS Code of Conduct"), adopted or to be adopted by the Supplier, the Supplier must not engage, actively or passively, directly or indirectly, in any form of bribery, must not infringe basic human rights of employees nor use any child labor. Moreover, the Supplier shall be responsible for the health and safety of its employees, act in accordance with applicable environmental laws and use its best efforts to promote the SIEMENS Code of Conduct among its own the Suppliers. In addition, the Supplier warrants that it does not make payments or provide anything of value, directly or indirectly, to any government, or administrative employee or instrumentality, as well as to private entities and/or use any illegal or improper method or practice to obtain or retain business.

15.2 In addition to other rights and remedies SIEMENS may be entitled to in the event that the Supplier fails to comply with the obligations referred to in the preceding section, SIEMENS may terminate any contract signed with the Supplier and/or any purchase order issued thereunder without incurring in any liability. However, provided that the Supplier’s breach is capable of remedy, SIEMENS' right to

terminate the order and/or contract, as provided for above, may only be exercised if such breach has not been repaired by the Supplier within a reasonable period of grace set by SIEMENS for that purpose.

16. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

16.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all services to be provided and/or all products to be delivered according to this agreement. Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.
In particular, the Supplier represents and warrants that, at the times of order and delivery, none of the Products nor the Services, provided under this agreement contain prohibited products and/or services under the Foreign Trade Regulations applicable to SIEMENS (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).

16.2 Supplier shall advise SIEMENS in writing as early as possible but not later than 5 working days prior to the delivery date of any information and data required by SIEMENS to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide to SIEMENS for each product and service:

- the "Export Control Classification Number" (ECCN) according to the U.S. Commerce Control List if the product/service is subject to the U.S. Export Administration Regulations; and
- all applicable export list numbers; and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS ("Harmonized System") coding; and
- the country of origin (non-preferential origin), and, upon request of SIEMENS, documents to prove the non-preferential origin; and
- the preferential country of origin, and, upon request of SIEMENS, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration).

16.3 In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 5 working days prior to the delivery date. Supplier shall be liable for any expenses and/or damage incurred by SIEMENS due to any breach of the obligations according to this Article 16.

17. CYBERSECURITY

17.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

17.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

17.3 Should products or services contain software, firmware, or chipsets:

17.3.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

17.3.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

17.3.4 Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;

17.3.5 Supplier shall provide Customer a contact for all information security related issues (available during business hours).

17.4 Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.

17.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section

17.6 Upon Customer's request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports.

18. SECURITY IN THE SUPPLY CHAIN

18.1 The Supplier commits to actively support the efforts of SIEMENS regarding supply chain security, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in compliance with the WCO SAFE Framework of Standards and shall provide the necessary organizational instructions and take measures (e.g., regarding premises security, packaging and transport, business partner, personnel and information) according to said initiatives. Upon request of SIEMENS, the Supplier shall without undue delay sign and return to SIEMENS a written declaration regarding supply chain security provided by SIEMENS. This declaration, depending on the registered office of the Supplier, must comply with the requirements of the European Commission according to the AEO Guidelines in force at the time or with the requirements of a comparable initiative for supply chain security according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless the Supplier itself has the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing the respective certificate.

18.2 The Supplier shall protect the goods and services provided to SIEMENS or provided to third parties designated by SIEMENS against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

18.3 SIEMENS, its representatives and/or a third party appointed by SIEMENS and reasonably acceptable to the Supplier shall be entitled (but not obliged) to conduct, including at the Supplier's premises, inspections so as to confirm the Supplier's compliance with the declaration as per section 18.1 of this clause. Inspections may only be carried out upon prior written notice by SIEMENS, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the Supplier's business activities nor violate any of the Supplier's confidentiality agreements with third parties. The Supplier shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection.

18.4 In addition to other rights and remedies in the event of (i) the Supplier's failure to fulfill its obligations under section 18.1 of this clause or (ii) the Supplier's refusal of SIEMENS' right of inspection as provided for in section 18.2 of this clause, after providing the Supplier with reasonable notice and reasonable opportunity to remedy, SIEMENS may terminate this agreement and/or cancel any purchase order issued hereunder without any liability whatsoever towards the Supplier.

18.5 If the Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behavior, in relation to the deliveries and services supplied to the Customer, the Supplier shall pay to the Customer liquidated damages in the amount of 15% of the total remuneration for the relevant deliveries and services during the relevant period.

18.6 Notwithstanding the immediately preceding sentence, both parties shall be entitled to prove that the Customer's actual damages are higher or lower than the liquidated damages amount, in which case such actual damages shall be payable pursuant hereto. All other contractual or statutory rights and claims of the Customer remain unaffected.

19. PROTECTION OF PERSONAL DATA

19.1. The Supplier expressly and unequivocally declares that it is authorized to allow SIEMENS the treatment, automatic or not, partially or totally, of personal data regarding its workers or representatives, that are or should be supplied to SIEMENS within the scope of the present Contract.

19.2. In case the Supplier should transmit personal data to SIEMENS within the scope of negotiations and/or in application of the present General Purchase Conditions, the Supplier guarantees that it has complied with all legal formalities regarding the transmission and treatment of personal data, especially in matters of authorization and the right information.

19.3. SIEMENS undertakes to grant the Supplier, the members of its social bodies, and its employees and other agents, whose data are or might be subject to treatment activities in accordance with the present item, the possibility of, at any time, having access to their respective data and request the correction, updating or elimination thereof, by means of a written request of the data's holder addressed to SIEMENS for this purpose.

19.4. SIEMENS may only use and divulge the personal data mentioned in the previous items 19.1 to 19.3 for purposes related to the present contract or to activities comprised in its corporate or actual object, as well as for other purposes that may turn out to be necessary or merely convenient within the scope of the relations maintained between SIEMENS and the Supplier.

19.5. SIEMENS may furthermore provide for the transmission of data mentioned in the previous items 19.1 to 19.3 to any company that it is colligated to, that directly or indirectly participates in its share capital, or that is participated in by companies that participate directly or indirectly in its share capital.

19.6. The Supplier undertakes to make available to SIEMENS a declaration of consent for the treatment of data pertaining to those of its employees involved in the negotiation and execution of the contract, whenever SIEMENS should request such declaration so that it may notify or request approval from the Data Protection Agency for the treatment of data. The declaration must be signed by the holder of the data.

19.7. The Supplier furthermore guarantees that it shall treat the eventual personal data that should be transmitted to it by SIEMENS in accordance with applicable legal rules, especially rules regarding safety.

20. OCCUPATIONAL HEALTH AND SAFETY

20.1 The Supplier shall comply with all legal provisions on health and safety and shall use its best efforts a) to eliminate health and safety hazards for its employees and direct or indirect subcontracted personnel it may use for the performance of the works ("Personnel") including participation of the Personnel in safety training courses; and b) to ensure the physical integrity of any persons who are legally at the work site, including Personnel, SIEMENS personnel and visitors, and where relevant, make sure that such persons are duly provided with personal protective equipment, which shall be kept in good working order at all times.

20.2 SIEMENS reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the works for security, health and safety reasons, at any time without any liability whatsoever.

20.3 In addition to any other rights SIEMENS may have, in the event of the Supplier's material or repeated failure to comply with the legal or contractual health and safety provisions, including the provisions of this section, SIEMENS may, following a reasonable period of grace set by SIEMENS for the Supplier to remedy such failure, terminate any contract signed with the Supplier and/or any purchase orders issued by SIEMENS without any obligation to indemnify or compensate the Supplier.

21. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

21.1 If the Supplier provides SIEMENS with products containing substances included in the "SIEMENS' List of Declarable Substances" applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net), no later than the date of first delivery of the products. With respect to statutorily imposed restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or SIEMENS or at the designated place of delivery requested by SIEMENS.

21.2 Should the delivery contain goods which, according to the international regulations, are classified as dangerous goods, the Supplier will inform SIEMENS hereof in advance and in a form previously agreed by the Parties, but in no case later than until the date of order confirmation.

21.3 The Supplier shall comply with all the provisions of the environmental legislation in force, being liable towards SIEMENS, the environmental agencies and third parties, for all and any harm or damage caused to local environment; Besides, the Supplier shall carry out all the necessary actions to minimize environmental pollution and make continuous improvements of the environment protection, implementing or using an appropriate environmental management system, whenever is demandable by the applicable law.

22. RESERVATION CLAUSE

SIEMENS shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

23. SUPPLEMENTARY PROVISIONS

Insofar as these General Conditions of Purchase do not regulate certain matters, the relevant statutory provisions shall apply.

24. PLACE OF JURISDICTION AND APPLICABLE LAW

24.1 Portuguese substantive law shall apply, being expressly excluded the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

24.2 Any dispute arising from the interpretation, integration, execution and/or termination of a purchase order or of these General Conditions of Purchase shall be settled by the Lisbon Courts to the exclusion of any other jurisdiction.