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1. Scope

- 1.1. These general terms and conditions of sale (hereinafter referred to as "**General Terms**") for Siemens, Trgovsko in storitveno podjetje, d. o. o., Ljubljana, apply for any and all sales of goods and mutatis mutandis for provision of services (hereinafter referred to as: "**Deliveries**") by Siemens, d. o. o. (hereinafter referred to as "**Supplier**") unless agreed otherwise in writing. Other conditions, including the general terms and conditions of the ordering party/purchaser (hereinafter referred to as "**Customer**") shall be valid only upon an express written consent of the Supplier.
- 1.2. In case of sale to consumers these General Terms shall apply to the extent not contradicting the laws on consumer protection.
- 1.3. The term "**Contract**" shall within these General Terms mean the entire legal relation between the Supplier and the Customer, e. g. as defined by the agreement, eventual amendments to the agreement, these General Terms, etc. unless expressly agreed otherwise or indicated otherwise in the respective context.

2. Offer, Agreement Conclusion

- 2.1. The offers made by the Supplier are informative and non-binding unless the offer expressly states otherwise. Any statements included in the catalogues or promotional materials shall be non-binding unless otherwise agreed.
- 2.2. The agreements between the Customer and the Supplier shall be deemed concluded when the Supplier receives the Customer's order and sends a written order

confirmation or dispatches the ordered goods to the Customer.

- 2.3. If the order refers to the general terms and conditions of the Customer or contains provisions deviating from these General Terms or conditions contained in the offer, respectively, the goods shall be deemed as dispatched or the order confirmed, respectively, according to the latter unless expressly stated otherwise in the order confirmation.

3. Electronic Commerce

- 3.1. Electronic Commerce shall mean the conduct of business in the electronic format by using information and communication technology and/or electronic signature in legal transaction as defined by the law regulating electronic commerce. Electronic Commerce shall be equivalent to the classic (written) one provided that:
 - a) permanent preservation of the electronic messages and their later use is ensured;
 - b) information is retained as to enable the identification of the origin and the destination of an electronic message as well as the place and time when it was sent or received;
 - c) information is retained in the format in which it was generated, sent or received, or in a format that accurately represents the information generated, sent or received, respectively;
 - d) technology and procedures used appropriately prevent any change or deletion of the data that could not be detected easily, or reliably ensure the inalterability of the message, respectively.
- 3.2. An electronic message shall be deemed as sent when it enters the information system out of the control of the sender or the person who sent the electronic message upon his order on his behalf. An electronic message shall not be deemed as unsent only due to a requested and missing delivery receipt, unless a prior express written agreement stipulates that a delivery receipt is required for a valid delivery. The seat of the sender shall be deemed the place of sending of the electronic message even if the sender's information system is located elsewhere and such a place would otherwise be regarded as the place of dispatch.
- 3.3. The electronic message shall be deemed as received when it enters the recipient's information system. The seat of the recipient shall be deemed as the place of delivery even if the recipient's information system is located elsewhere and such a place would otherwise be regarded as the place of reception.

4. Exclusion of Liability for Offer Perfection

- 4.1. The Supplier shall not be responsible for perfection of offers by the Customer or third parties that are based on offers by the Supplier or including them.
- 4.2. The liability for fitness of the Deliveries for the concrete purpose of use shall be vested with the Customer. Unless explicitly agreed otherwise in writing, or unless the Customer serves the Supplier prior to order confirmation with technical documentation describing the expected

attributes of the Deliveries, respectively, the Supplier shall only be liable for fitness for ordinary use.

5. Prices and Terms of Payment

- 5.1. The price stated in the Contract shall be deemed the Contractual Price.
- 5.2. The Contractual Price and the payment term shall be determined in the offer and the agreement, respectively.
- 5.3. The Contractual Price is quoted in net value and does not include the VAT, customs duties nor any other eventual taxes or charges. The Customer shall reimburse the Supplier and/or his subcontractors all such costs if they are initially borne by the latter due to statutory requirements or other reasons.
- 5.4. All prices include the delivery under the EXW parity (Incoterms 2020) but do not include the packing, freight, insurance costs or other expenses or manipulative costs (such as e. g. costs of unloading, storing, third-party inspections, etc.).
- 5.5. If the Supplier agrees to set-up or built-in the delivered goods any additional costs arising thereof such as e. g. traveling expenses or daily allowances shall be borne by the Customer in addition to the Contractual Price, unless expressly agreed otherwise.
- 5.6. The prices are based on anticipated costs of the Supplier at the time the agreement is executed. If the costs increase significantly by the time of the delivery, the Supplier shall be entitled to request a price adjustment.
- 5.7. Unless otherwise agreed, all payments shall be made to the named Supplier's bank account, in the agreed currency, in full and without any deductions (e. g. bank costs). If the deductions cannot be avoided, the Customer shall increase the amount in the bank order accordingly to ensure the Supplier receives the same amount as he would have if there were no deductions.
- 5.8. If a discount or bonus is agreed upon, the Customer shall only be entitled thereto provided the payment is made in time and in the agreed amount.
- 5.9. If the delivery in multiple parts is agreed upon (partial deliveries) each partial delivery shall be paid upon respective partial invoice unless otherwise agreed.
- 5.10. The payment shall be deemed executed on the day when the Supplier is able to dispose of it.
- 5.11. In case of late payment the Supplier is entitled to request the statutory interest for late payment.
- 5.12. The Customer shall not be entitled to withhold payments on account of claims against the Supplier based on liability for defects or other legal grounds.

6. Retention of title

- 6.1. The goods to be delivered and their respective parts shall remain the property of the Supplier until paid in full.
- 6.2. Upon Supplier's request, the Customer shall immediately upon the execution of the agreement and at his own cost

notarise his signature and return the agreement with a notarised signature promptly to the Supplier. The Customer authorises the Supplier to enter the retention of title to public evidences at the expense of the Customer. While the retention of title is in force, the Customer shall maintain the goods appropriately, insure them adequately against usual risks and take all reasonably measures to prevent damage on the property of the Supplier.

- 6.3. Unless otherwise agreed, the Customer is not entitled to dispose of the said goods.
- 6.4. If the retention of title is justifiably asserted (Article 19.3.), the Customer shall submit the object of the delivery to the Supplier and enable unrestricted access thereto and the removal thereof, respectively.

7. Delivery Term and Delay

- 7.1. The delivery term shall be stipulated in the offer or the agreement.
- 7.2. The delivery term shall commence to run on the date the latest of the following occurs:
 - a) the Supplier confirms the Customer's order;
 - b) the Customer fulfils all technical, sales or other conditions required and requisite for a successful fulfilment of the Supplier's duties;
 - c) the Supplier receives either the advance payment due before the Deliveries are made available to the Customer, or the respective guarantee in case of such agreement.
- 7.3. The delivery term does not commence to run or, if it has already begun, it shall be suspended if:
 - a) the Customer does not provide the requisite information, documents, deeds, permits or other documentation he is required to provide;
 - b) the Customer does not fulfil all technical, sales or other conditions, required and requisite for a successful fulfilment of the Supplier's duties (Chapter 9.), including the conditions from the Article 10.1.;
 - c) Force Majeure case (Chapter 15.).

The Supplier shall also be entitled to an extension of time if the Customer's conduct from this Article significantly impedes the performance of the Order. The Supplier shall in any case from this Article be entitled to compensation of costs incurred therewith.

- 7.4. If the Supplier is due to his own default in delay with the delivery for more than two weeks, the Customer shall be entitled to liquidated damages for the delayed partial delivery in the height of 0,5 % of the price of the respective partial delivery for each completed week of delay, however not more than 5 % of the price of the respective partial delivery in total.
- 7.5. The liquidated damages from the previous Article shall be the sole and only remedy for the delay of the Supplier.

8. Alteration of the Delivery

- 8.1. If the purpose of the Contract cannot be fulfilled in the agreed extent or in the agreed manner due to a change in legislation, technical or other standards, requests by

the state or local authorities or a holder of a public authority, case law or use of administrative law that occurred after the execution of the agreement, the Supplier shall alter the delivery only upon a prior agreement with the Customer on the change of the deliver conditions such as e. g. delivery terms, prices, etc. If the performance of the Order is impeded due to the aforementioned reasons, the Supplier shall have the right to an appropriate extension of time and remuneration of additional costs incurred therewith.

8.2. The Supplier reserves the right to employ subcontractors.

9. Customer's Duties

9.1. The Customer shall ensure all conditions on his part for a successful and undisturbed performance of the Order, in particular he shall obtain all necessary permissions and consents for acceptance, commissioning and use of the supplied Deliveries.

9.2. For every building-in, erection, commissioning or performance of tests on the Deliveries outside of the premises of the Supplier (hereinafter referred to as "**Works at the site**") the Customer shall timely ensure at his own expense:

- a) unrestricted access of the Supplier's staff to the site and the infrastructure;
- b) support regarding obtaining visas, work permits and performance of customs procedures for the equipment and staff of the Supplier and his subcontractors, respectively;
- c) that all preliminary diggings, construction and similar works (e. g. scaffolding and lifts erection) requisite for the Supplier to be able to begin with the performance of services have been finished;
- d) energy, water, heating and illumination;
- e) suitable dry and lockable rooms for storing materials, tools, etc., suitable recreation and working areas equipped with a telephone line and internet connection, adequate bathroom facilities;
- f) compliance with all necessary health and safety measures and property-protection measures to protect the health, safety and property of the Supplier and his subcontractors.

9.3. Before the beginning of the Works at the site, the Customer shall at his own expense:

- a) submit to the Supplier all necessary information on location of electrical and gas installations, plumbing, other installations, static and subterranean conditions at the site;
- b) provide the agreed materials and equipment requisite for the beginning of the Works at the site and for a coordinated and uninterrupted performance of the works.

9.4. The Customer shall at his own expense provide appropriate containers at the site for storing dangerous and special waste as defined by valid laws and regulations as well as ensure appropriate storage and removal of such waste.

9.5. If successive partial deliveries are agreed upon, the Customer shall at the Supplier's request regularly confirm the progress and conclusion of the works in writing.

9.6. The Customer shall reimburse the Supplier all costs incurred due to the delays with Works at the site attributable to the Supplier by the latter due to defaults

10. Handling with Asbestos

10.1. Whenever the Supplier is supposed to provide fitting, assembly or other similar services at the site, the Customer shall ensure that the works sites or construction sites, including the air and all parts of the equipment where the services are taking place, are free of asbestos. Else, the Supplier is entitled to defer the beginning of the works or suspend them until the Customer ensures compliance with the said conditions. It shall be deemed that the air is free of asbestos if the concentration in the air does not exceed 1000 fibres per m³. Upon the Supplier's request, the Customer shall be able to prove compliance with these standards with adequate measurements that may be as well ordered by the Customer.

10.2. The measurements shall be as a rule performed by a duly authorised and independent institute according to the rules acceptable for the Supplier.

10.3. The removal of asbestos shall only be performed by a duly qualified company. The costs of such removal shall be borne by the Customer.

10.4. The Supplier reserves the right to employ any safety measures and perform partially or in whole any agreed works even though the conditions from the Article 10.1. are not fulfilled.

11. Acceptance

11.1. For Deliveries where a formal acceptance is agreed (e. g. technical acceptance), the Customer shall carry out all requisite factory tests, preliminary running and other tests and accept the Deliveries upon their completion or partial completion. Unless otherwise agreed, the acceptance shall be completed within one week after the Supplier has notified the Customer that the Deliveries are ready for acceptance.

11.2. For Deliveries that do not require a formal acceptance, the Customer shall accept the Delivery as soon as the goods are delivered and services rendered, respectively, unless otherwise agreed in the contract.

11.3. If the Customer does not accept the Deliveries as set forth in the previous two Articles or if the dispatch is postponed for reasons attributable to the Customer, the Deliveries or partial Deliveries shall be deemed as accepted unless the Customer was unable to accept the Deliveries due to a justifiable reason that he has promptly communicated the Supplier. In case of deemed acceptance, any payment shall become due and all other consequences of the delivery shall apply accordingly, whereas the Supplier is entitled to store and insure the Deliveries at the risk and expense of the Customer. The Supplier is in any case entitled to the reimbursement of all costs and damages incurred due to a non-acceptance.

11.4. Any Deliveries shall be deemed as accepted when its commercial use commences.

- 11.5. The Customer shall only be entitled to reject the acceptance in case of substantial defects that hinder the operation of the delivery and/or commissioning of the delivery.
- 11.6. The Customer shall accept and pay for partial Deliveries. The Customer shall also accept the delivery even if the Supplier failed to provide all agreed documents, provided such documents are not requisite for economic exploitation of the delivery or it was expressly agreed otherwise (e. g. user's manual in Slovenian).
- 11.7. The Customer shall duly inspect the delivery prior to acceptance and notify the Supplier of any defects in writing. The notification of patent defects shall be communicated immediately after the acceptance. The Notification of latent defects shall be communicated immediately after identified. The Customer shall be responsible for collecting evidence on defects and eventual damages and submit them to the Supplier.
- 11.8. When the Customer is required to perform additional operation tests or preliminary running after the acceptance has been complete, any unsuccessful performance thereof shall not have any impact on the already completed acceptance.
- 11.9. All acceptance costs (e. g. expenses of examinations, tests, permits or acceptance procedure) shall be borne by the Customer.
- ## 12. Transfer of Risk
- 12.1. Unless otherwise agreed or in the case Incoterms terms of delivery that do not define the moment of risk transfer apply, the risk of accidental loss of or damage shall pass from the Supplier to the Customer:
- for deliveries of goods upon the delivery to the first carrier;
 - for deliveries that involve services after the services are completed and accepted according to Articles 11.1., 11.3. and 11.4, respectively.
- ## 13. Liability for Defects
- 13.1. The Supplier shall be liable for rectification of defects on supplied goods and services if they do not have the attributes necessary for the customary use or attributes and features that were expressly agreed upon (hereinafter referred to as "**Defects**"), provided that such Defects are caused by reasons existent before the acceptance.
- 13.2. The liability shall be excluded for Defects that cannot be attributed to the Supplier or are caused by reasons out of the Supplier's control, such as e. g.:
- poorly executed preliminary works, construction or assembly works;
 - defects of the materials supplied by the Customer;
 - insignificant deviations from the specifications;
 - normal wear and tear after the risk has been transferred;
 - defects caused by inappropriate operation, excessive, inappropriate, incorrect or negligent use of Deliveries by the Customer or third parties;
 - defects caused through use of inappropriate working materials;
- defects caused by unauthorised interference of third parties;
 - defects caused by failure to comply with instructions or recommendations of the Supplier contained in operation and service manuals;
 - software defects that cannot be reproduced;
 - defects caused by third persons or force majeure (e. g. atmospheric discharge, surge, exposition to chemical agents, etc.).
- 13.3. If the supplied goods or services are manufactured and/or performed according to the construction data, plans, models or other specifications provided by the Customer, or materials provided by the Customer, or upon instructions by the Customer, the Supplier shall only be liable for the quality of the execution of works itself.
- 13.4. The Supplier's liability for works performed by third parties not related to the Supplier shall be excluded in all cases.
- 13.5. Unless otherwise agreed, the liability period for Defects shall be 6 months and shall begin to run with the acceptance or the partial acceptance of the Deliveries (Chapter 11.).
- 13.6. The liability for Defects ceases prematurely in case:
- repairs and/or alterations to the Deliveries are performed by the Customer or a third party without a prior written consent of the Supplier;
 - the Customer does not notify the Defect to the Supplier pursuant to Article 11.7.;
 - the Customer does not undertake all reasonable measures to avoid the resulting damages;
 - the Customer does not enable the Supplier to rectify the Defects.
- 13.7. The Supplier shall rectify the Defect which was duly and timely notified pursuant to the Article 11.7. at his own discretion either by repair, substitution or re-performance of the defect works.
- 13.8. The Customer shall allow the Supplier a reasonable period and ensure appropriate conditions for the rectification of Defects. The Customer shall furnish the defect parts and/or services to the Supplier for rectification at his own cost and responsibility at the place in the Republic of Slovenia designated by the Supplier, unless explicitly agreed otherwise in writing. The expenses of and risk during the disassembly and assembly shall be borne by the Customer.
- 13.9. If the Defect is not rectified within the agreed period, the Customer shall be entitled to entrust the rectification to a third party at the expense of the Supplier subject to a prior written notice.
- 13.10. If the Customer engages in Defect rectification but later ascertains there is no Defect, the respective costs of such rectification attempt shall be borne by the Customer.
- 13.11. The liability period (Article 13.5.) shall commence to run anew for every substituted or repaired part. However, the liability of the Supplier shall end in any case after twice the initial liability period, calculated from the date of the initial acceptance, has passed.

13.12. If software is defective so that the use of it is substantially hindered, Supplier shall only be obliged to provide the Customer with an update of the software when such updated version is reasonably available at Supplier or, if Supplier is only licensee, from Supplier's licensor. If the software has been modified or individually developed by Supplier, Supplier shall in addition provide the Customer with a workaround or other interim corrective solution until the upgraded version of the software is issued, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be substantially impeded. Upgraded version of the software is subject to payment and other terms agreed between Customer and Supplier.

13.13. Unless otherwise agreed, the remedies mentioned in this Chapter shall be the exclusive remedies for defects. Any other liability other than that mentioned in this Chapter, including liability on any other legal grounding, shall be excluded. The Customer is not entitled to reimbursement of costs or further compensation incurred in connection with asserting liability claims and/or enforcing his rights.

14. Liability for Damages

14.1. The Supplier's liability for damages shall be limited to 20 % of the Contractual Price for every single event and to a maximum of 50 % of the Contractual Price for all events aggregately. In case of a frame agreement covering multiple deliveries in a longer period based on individual orders, the Contractual Price shall mean the price of each individual delivery.

14.2. The liability for any reflex damages, damages for lost expectations (reliance damages), inability of use, loss of revenue, loss of data, production cut-out, reduction of sales, damages due to liquidated damages and damages paid to third parties or the provision of other benefits to third-parties upon their claims, or other incidental or indirect damages, shall be excluded.

14.3. The limitations from previous Articles shall not apply in case the damages are incurred due to gross negligence or intent of the Supplier. The liability for any consequences caused by ordinary negligence (*culpa levis*) shall be, however, excluded.

14.4. All liability limitations stipulated in the Contract in favour of the Supplier shall also apply to his subcontractors and subsuppliers.

14.5. The Customer shall ensure that the liability of the Supplier to other business partners of the Customer does not exceed the boundaries as set forth in the Contract. The Customer shall indemnify the Supplier from any claims by his other business partners exceeding these limits.

14.6. The Customer shall not be entitled to claim damages after the liability for defects period has expired or after that lapse of statutory limitation (prescription) period, whichever comes first.

15. Force Majeure

15.1. Force Majeure shall mean any unforeseeable event occurring after the execution of the agreement that could not be expected, prevented or avoided and causes a delay in performance of the Contract or the inability to

fulfil it. Examples of Force Majeure shall include e. g. natural disasters and catastrophes such as epidemics, nuclear accidents, fire, floods, hurricanes, earthquakes; actions or omissions of civil or military authorities such as changes of legislation, limitations of use or transactions with foreign currencies, embargo, revocation or abolishment of import or export allowances, non-issuance of licenses, permits or approvals, or any other act or failure to act by any public authority, declaration of state of emergency, imposing of quotas or restrictions on use of materials or labour force employment; war or mobilisation, civil war or uprising, riots, sabotages or revolutions; strikes or lockouts. Among others also attacks on Supplier's IT systems (such as virus attacks, hacker attacks), disturbances in production at the Supplier or his subsuppliers resulting from Force Majeure that cause delays in delivery of key raw materials and/or components.

15.2. As long as Force Majeure event continues to exist, the affected party shall not be deemed to be in delay with fulfilment of its obligations impacted by Force Majeure nor shall be liable for any damages arising thereof.

15.3. The party affected by Force Majeure shall promptly notify the opposite party of occurrence and cease thereof and upon request provide available evidence of occurrence, duration, extent and consequences of Force Majeure. Otherwise, the affected party shall not be entitled to the benefits granted in this Chapter. The contractually agreed due dates shall be extended in writing considering the duration of Force Majeure.

15.4. If a Force Majeure event continues for a cumulative period of more than six (6) months, either party shall have the right to withdraw from the agreement.

16. Assignment of the Agreement, obligations and rights

16.1. Neither party shall be entitled to assign the agreement or any respective parts thereof, individual rights nor obligations to a third party without a prior written consent of the opposite party.

16.2. The foregoing does not apply to the Supplier's right of assignment of any individual rights or obligations or the whole agreement to any of the affiliated company of Siemens Group subject to a prior written notice to the Supplier. A prior express consent of the Supplier shall not be required therefore. The Supplier shall not be entitled to withdraw from the agreement in such case.

16.3. The Supplier shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business to a third party. The Customer shall not be entitled to withdraw from the agreement in such case.

17. Software

17.1. The Customer shall have a non-exclusive right of use of software that constitutes an integral part of the delivery (hereinafter referred to as "**Software**"). Any use of the said Software shall be limited to the use together with the delivered goods, in an unmodified format, only for the intended purpose and in the manner specified in the technical documentation (if provided). The assignment of the aforementioned rights to third parties shall only be

allowed together with the transfer of respective goods that contain the Software.

- 17.2. If the Deliveries include Supplier's software, such software is licensed under the license terms contained in the software documentation, the software itself or in the attached license terms (in each case the "applicable license conditions"), which shall prevail over this Chapter 17.
- 17.3. If the Deliveries include third party software, whose specific license terms as licensor apply, Supplier will provide such license terms together with the Deliveries. The Customer shall comply with such third party license terms.
- 17.4. Insofar as the software contains Open Source Software, Supplier shall provide the applicable Open Source Software license terms together with the Deliveries. The Open Source Software license terms shall prevail over this Chapter 17. Within the context of this provision, "Open Source Software" shall constitute all software and hardware or other information offered by individual license holders to all users without a license fee based on a license entailing modification or distributions rights (e.g. GNU general public license (GPL), GNU lesser general public license (LGPL) or MIT license). Details regarding any third-party software and Open Source Software contained in the Supplies are available in the software documentation.

18. Intellectual Property Rights

- 18.1. The Supplier reserves all intellectual property rights i. e. copyrights as well as industrial property rights on Software, Hardware, Know-how (hereinafter referred to as "IPR") provided with or as part of the Deliveries and the entire documentation submitted to the Customer such as plans, sketches, technical documentation, drafts, samples, catalogues, prospects, photos, etc. (entire documentation hereinafter referred to as "Documentation").
- 18.2. Reproduction, modification and further distribution of the offer and project Documentation as well as IPR or disclosure thereof to third parties without the consent of the Supplier shall not be permitted.
- 18.3. The Customer shall only be entitled to use the Documentation and IPR unmodified, for the purpose and to the extent necessary for operation and maintenance of the Deliveries. Any other use shall only be allowed upon a prior written consent of the Supplier. In particular, the Customer shall not be entitled to reproduce or imitate the deliveries or parts thereof for purposes not directly linked to the fulfilment of the contractual obligations.
- 18.4. The assignment of the aforementioned rights to third parties shall only be allowed together with the transfer of respective goods and subject to the consent of the Supplier.
- 18.5. In the event a third party asserts legitimate claims against the Customer because of an infringement of Intellectual Property Rights by the Deliveries, the Supplier shall at its own discretion and at his own costs either:
- obtain the right to use the relevant Intellectual Property Rights;

- modify the delivery so as not to infringe the relevant Intellectual Property Rights, or
- replace the infringing part of the delivery.

If the Supplier estimates that none of the aforementioned solutions is possible, the Supplier shall take the deliveries back and reimburse the Customer the price paid.

- 18.6. The Supplier's obligations under the previous Article are subject to the following conditions:
- The Customer has immediately notified the Supplier in writing of the claims asserted by the third party and has furnished the Supplier with a copy of each communication, notice or other document exchanged in relation to the alleged infringement;
 - The Customer does not acknowledge the infringement and provides the Supplier with authorisation, information and assistance necessary to defend or settle such claim.
 - The Supplier is given exclusive control of the defence (including the right to select the counsel), and the exclusive right to use or refrain from using any legal remedies or settle such claims at its own discretion.
 - If the Customer stops using the Deliveries or any relevant portion thereof to reduce the damage or for other important reasons, he notifies the third party in writing that the cessation of use shall not be construed as an acknowledgment of an Intellectual Property Rights infringement.

- 18.7. Any claims of the Customer shall be excluded if the responsibility for the Intellectual Property Rights infringement can be attributed to the Customer, its agents, employees or contractors, e. g. if the infringement was caused by using the Deliveries in a manner not foreseeable by the Supplier, by a modification of the Deliveries by the Customer or by using the Deliveries together with other equipment.

- 18.8. Any other or further rights and remedies of the Customer regarding the infringement of Intellectual Property Rights not mentioned in this Chapter shall be excluded.

19. Suspension of the Contract

- 19.1. In case the Customer is late with the payment or fulfilment of other obligations from this Contract, the Supplier shall be entitled to:
- Defer fulfilment of his obligations until the due payments are made or other obligations fulfilled (especially those critical for the Supplier's performance); the Supplier is entitled to charge the Customer with any expenses or damages incurred thereby.
 - Request a corresponding extension of the agreed deadlines.
 - Charge the Customer the statutory interest for late payment from the day the debt was due until it is settled.
 - Request an immediate payment of the entire outstanding debt (due and undue) if the Customer is in delay with his payments and does not settle his accounts in the 15-day grace period after the written notice.
- 19.2. In addition to the reasons stated in the previous Article, the Supplier shall also be entitled to suspend the

performance of the Contract if it may be reasonably presumed that the payments will not be made in time or in full due to reasons that occurred after the execution of the agreement and the Customer does not provide adequate insurance thereto.

- 19.3. If the Supplier suspends the performance of the Contract according to Articles 19.1. or 19.2. or if the Customer suspends the performance of the Contract due to reasons not attributable to the Supplier, the Customer shall pay for all completed (partial) deliveries and/or services and reimburse the Supplier all expenses incurred due to the suspension, e. g. payments to the subcontractors, costs of waiting time, etc. In the case of the Contract suspension, the Customer shall be obliged to return any already delivered good and/or services at the request of the Supplier. Any such returns, asserting the retention of title or other similar acts shall not mean the termination of the agreement unless expressly stated by the Supplier.

20. Termination

- 20.1. If a unilateral right to terminate the Contract for convenience without stating the reason is agreed upon and no termination period is stipulated, the termination period shall be 60 days.
- 20.2. Either party may unilaterally withdraw from the Contract with immediate effect in case of:
- A winding-up, compulsory settlement or bankruptcy procedure is instituted or proposed against the opposite party.
 - Legal changes within the company that could affect the implementation of the agreement.
 - Blockade of the bank account of the opposite party.
 - A Force Majeure event that continues for a cumulative period of more than six (6) months.
 - Violation of essential parts of the Contract.
 - It is evident from the conduct of the opposite party or from the circumstances that she will not or will not be able to fulfil her contractual obligations.
- 20.3. In addition to reasons listed in Article 20.2., the Customer may also unilaterally withdraw from the Contract with an immediate effect in case the Supplier is in delay with the delivery, however, only after he had notified the Supplier of the intended withdrawal and granted him an appropriate extension period, provided the Supplier has not fulfilled his obligations even in the additional grace period.
- 20.4. If liquidated damages for delay in delivery are agreed upon, the Customer shall only be entitled to withdraw from the Contract after the maximum amount of liquidated damages has been reached.
- 20.5. The Customer shall be entitled to withdraw from the Contract without granting the Supplier an additional grace period if it is obviously evident from the conduct of the latter or from the circumstances that in spite of an additional grace period, he will not or will not be able to fulfil his contractual obligations.
- 20.6. In addition to reasons listed in Article 20.2., the Supplier may also unilaterally withdraw from the Contract with an immediate effect if:
- The Customer becomes associated with or merges with any company that is an immediate competitor of the Supplier or such competitor gains a controlling share in the Customer or controlling rights with respect to the Customer in any other way.
- b) The Customer in delay does not fulfil his contractual obligations in spite of the 15-day grace period after the notice of delay (Article 19.1., sub-paragraph d), unless an adequate insurance securing the performance of obligations is provided.
- 20.7. The withdrawal notice shall be sent to the opposite party with registered mail. If a unilateral right to terminate the Contract for convenience without stating the reason is agreed upon, the termination period shall commence on the day the mail is sent off.
- 20.8. In the event of the cessation of the validity of the Contract, irrespective of the cause, the already performed or partially performed deliveries or services, including those not yet accepted and preparation works accomplished by the Supplier, shall be charged as agreed hereunder. Instead of the due payment, the Supplier is entitled to request the return of the delivered goods at his discretion.
- 20.9. In case of withdrawal pursuant to the Article 20.6., the Supplier shall be entitled to restitution of all incurred costs, including those incurred with the withdrawal itself (e. g. leaving of the working site, costs and damages of eventual subcontractors, costs of the premature end of usage of fittings and equipment, etc.). Apart from the restitution of costs, the Supplier shall be entitled to compensation for the entire damages incurred due to the withdrawal, to wit according to the valid laws.

21. Confidentiality and Data Protection

- 21.1. "Confidential Information" shall mean any information and data, including, but not limited to, any kind of business, commercial or technical information and data disclosed by the Supplier to the Customer, especially e. g. information on the Supplier, offer, agreement, copy, abstract, draft, template, prototype, know-how, experience or parts of such data (hereinafter referred to a "Confidential Information").
- 21.2. All Confidential Information shall be used by the Customer exclusively for the purpose of the Contract fulfilment and disclosed only to those employees who reasonably need to be acquainted with such information in order to be able to fulfil the Contract. The Customer shall protect Confidential Information against unauthorised access or use by third parties.
- 21.3. Confidential Information shall be kept confidential with the diligence of a good manager regardless if they were obtained in connection with the order or from another source, unless they are publicly known.
- 21.4. No Confidential Information shall be disclosed to third parties or used for other purposes than Contract fulfilment without a prior written notice of the opposite party.
- 21.5. If the disclosure of Confidential Information to third parties or their use for a purpose other than the Contract fulfilment is granted or required in connection with the performance of the order, the disclosure shall only be made if the receiver (i. e. the third party) is bound to confidentiality to an extent not less stringent than the obligations imposed in this Chapter (Chapter 21.).

- 21.6. The confidentiality principles set forth in Chapter 21. shall analogously also apply to personal data of the Supplier or third persons and to confidential information pursuant to the laws governing banking and stocks business if such information is obtained by the Customer within the scope of the order. The Customer shall ensure all such data is handled pursuant to the laws on personal data and banking data protection.
- 21.7. The Supplier shall only process personal data in compliance with all applicable regulations governing data protection. During operations with the Customer, the Supplier shall process the personal data of contact persons at the Customer, interested parties (potential suppliers) or other business partners. Details of the categories of processed data, the purposes of processing and the legal grounds are available in the Siemens Privacy Policy – they are available in detail on the Supplier's homepage at the following link: Privacy Policy.
- 21.8. Notwithstanding the provisions of this Chapter, the Customer shall be entitled to disclose or forward Confidential Information if so required by any ruling of a governmental or regulatory authority or court or by mandatory law. Such disclosure or forwarding shall be allowed provided that written notice thereof is given to the Supplier without undue delay and provided all reasonable efforts are used to assure Confidential Information will be treated confidentially. Confidential Information disclosed pursuant to this Article must be labelled as "Confidential" or with any other comparable designation.
- 21.9. The Supplier shall, as a rule, process data about the Customer (data from the business register, address, phone and fax numbers, and other data necessary for communication using modern communication tools, locations, contact persons, goods ordered and supply volume) deriving from individual business events automatically by employing information technology and only in relation to the execution of the respective Order, i. e. especially for administrative and accounting purposes. Due to logistical reasons, the Supplier reserves the right to store the data on servers of other affiliated companies.
- 21.10. The Supplier shall agree that the Customer forwards the data about the Customer and transactions that is obtained within the course of conducting business or orders performance to other companies within Siemens corporation for the following purposes: a) the provision of information (e. g. purchase pooling), b) reporting for statistical purposes, c) risk management. The Supplier and other companies within Siemens corporation shall have the right to send to the Customer either on his own or by other companies of the Siemens corporation information about Siemens' goods and services, in writing or by email, and to contact it using any channel of communication. This consent may be cancelled by the Customer at any time and, in such case, Supplier undertakes to cease any such communication based on a written request made by the Customer.
- 21.11. The rights and obligations concerning Confidential Information as set forth herein shall survive the validity of the Contract between the Supplier and the Customer, to wit regardless of the reason for termination, and shall remain valid as long as there is commercially viable interest for confidentiality of the data. The Customer shall be liable to the Supplier for any breach of obligations mentioned within this Chapter according to general rules on liability for damages.
- ## 22. Prohibition of Corruption and Anti-Corruption Clause
- 22.1. The Supplier shall notify the Customer no later than upon submission of his offer if the Supplier or members of his top management or board of directors had been convicted by a final judgement for bribery of a public officer within a period of five years prior to the submission of the offer to the Customer. The Supplier shall moreover notify the Customer without any delay if the Supplier or members of his top management or board of directors had been accused for bribery of a public officer at any time between the submission of the offer to the Customer and the acceptance of the Order items pursuant to Chapter 11.
- 22.2. If the negotiations or the Contract itself can be linked to any form of corruptive conduct pursuant to the Slovenian anti-corruption legislation that has or could have influenced the conduct of the parties to the Contract, the Contract shall be deemed null and void.
- 22.3. In case corruptive conduct can be linked to the execution or supervision of the respective Contract, the innocent party may withdraw from the Contract before its expiration with an immediate effect and without any further obligations, including liability for damages.
- ## 23. Special Terms & Conditions for Cyber Security Offers
- 23.1. The warranties contained herein related to cyber security are Supplier's sole and exclusive warranties as to Supplier's products and services and are subject to the limits of liability within the contract. Supplier makes no other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, course of dealing and usage of trade.
- 23.2. Supplier makes no warranty that the services or supplies related to cyber security will protect against all possible threats. Customer acknowledges that, given the inherent risks in the field of industrial control system security, Supplier does not represent, warrant nor guarantee that Customer will be able to achieve a durable and overall security of the service objects, systems or facilities or that customer's industrial control system environment (or service objects, etc.) will not be affected by cyber threats, even if all suggested measures are implemented. Customer will remain solely responsible for the security of the service objects, systems and facilities.
- 23.3. Supplier recommends that the Customer integrates the services, supplies and technical interfaces into a holistic, state-of-the-art industrial security concept. Customer acknowledges that any security tools and products, including the supplies, may fail, may be unable to prevent a particular attack, may not be compatible with all systems and devices, and/or may experience bugs or errors. No product and/or service can protect against all threats or operate unfaillingly in all circumstances. Although Supplier may provide supplies and/or services intended to increase the security of Customer's service objects, programs, systems and facilities, Customer shall always remain solely responsible for the security of such service objectives, programs, systems and facilities. No

representations or warranties are made by Supplier with respect thereto.

- 23.4. Supplier does not warrant the services proposed in this document will prevent future successful cyber-attacks or detect all security vulnerabilities in the Customer's systems and Customer's acknowledges the same.

24. Compliance with Export Control Regulations

- 24.1. The Supplier shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

- 24.2. If the Customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by the Supplier, or their parts, or works and services (including all kinds of technical support) performed by the Supplier to a third party, the Customer shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services the Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

- 24.3. Prior to any transfer of goods, works and services provided by the Supplier to a third party, the Customer shall in particular check and guarantee by appropriate measures that:

- a) There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargoes;
- b) Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorisation, unless required authorisation is provided;
- c) The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

- 24.4. If required to enable authorities or the Supplier to conduct export control checks, the Customer, upon request by the Supplier, shall promptly provide the latter with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by the Supplier, as well as any export control restrictions existing.

- 24.5. The Customer shall indemnify and hold harmless the Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Customer, and the Customer shall compensate the Supplier for all losses and expenses resulting thereof.

25. Waste Electrical and Electronic Equipment

- 25.1. Any costs incurred through the collection, recycling or removal of recycling waste of electrical and electronic equipment (hereinafter referred to as "EE equipment") not categorised as household equipment shall be borne by the Customer. In case that the Customer is not the end user of the EE equipment, he shall ensure that this obligation is passed on to the end user.

- 25.2. The Customer shall upon request by the Supplier submit all information and documentation required by the Supplier in order to comply with the regulations on EE equipment.

- 25.3. The Customer shall indemnify the Supplier of all costs and damages incurred due to non-adherence to the provision of this Chapter (Chapter 25).

26. Governing Law and Dispute Resolution

- 26.1. The Contract shall be governed by the laws of the Republic of Slovenia. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 shall be excluded.

- 26.2. Any disputes arising in connection with this Contract shall be settled through negotiation in good faith. Every Party to the Contract shall be entitled to request that members of the highest management on either side participate in the negotiations.

- 26.3. If an amicable solution is not possible, disputes shall be settled by the competent court in Ljubljana. Notwithstanding the foregoing, the Supplier shall be entitled to bring an action and enforce his claims against the Customer before the competent court at the registered seat of the Customer or any other court competent according to the rules valid at the Customer's registered seat.

27. Final Provision

- 27.1. All changes and/or amendments to the Contract shall only be valid if concluded in writing.