



## General Conditions of Purchase of Goods, Work and Services

### I General Provisions

#### 1. Applicable conditions

These General Conditions of Purchase apply to all requests for an offer, offers, orders and agreements concerning the supply of goods, the performance of work and/or the provision of services (hereinafter referred to as the “supply”) for the benefit of Siemens Mobility B.V. or its subsidiaries (hereinafter referred to as “Siemens”). Any deviations from or additions to these General Conditions of Purchase require Siemens’ express written consent.

The Special Provisions apply in addition to the General Provisions; in the event of disputes the Special Provisions shall take precedence.

#### 2. Conclusion of the agreement

The contractor shall not disclose the existence or the contents of any request for an offer from Siemens and may only use this to submit the offer. Offers from the contractor to Siemens are irrevocable and binding for a minimum of two months following signature, unless the parties have agreed otherwise in writing.

The contractor shall at all times be obliged to keep Siemens informed of (forthcoming) price reductions, even before an agreement has been concluded between them.

The costs associated with the offer and the costs of any necessary sketches/drawings/calculations/samples shall be at the contractor’s expense. Siemens shall not return any documentation and samples received in connection with the offer.

Siemens reserves the right to revoke the order it has placed, if the contractor has not confirmed this in writing by means of an order confirmation within two weeks of receipt thereof. If the order confirmation varies from the original order, Siemens shall only be bound thereby if it agrees to such variation in writing. The acceptance of supplies by Siemens as well as payments made in this regard do not constitute such agreement.

If the contractor makes a start on the performance of the supply without having received a written order therefor, he shall do this at his own expense and risk.

#### 3. Quality and performance of the supply

The contractor guarantees that the supply:

- is newly manufactured, contains only new parts and is free from defects in design, material and workmanship;
- is performed by professional personnel using all reasonable skill and care;
- complies exactly with the requirements of the agreement, the specifications listed and the reasonable expectations of Siemens regarding the characteristics, quality and reliability of the performance;
- is suitable for the purpose for which the supply is intended by its very nature or which is evident from the order;
- complies with the applicable national and international legal requirements and other government regulations;
- complies with the customary norms and standards in the relevant branch of trade or industry;
- is of good quality and free from defects in the case of a supply of goods;
- in accordance with the statutory European directives complies with CE marking and the EC declaration of compliance for machinery / safety components or “manufacturer’s declaration of conformity”. The contractor shall supply the declaration of CE conformity.

If reference is made in the agreement to technical, safety, quality, environmental or other regulations and documents not attached to the agreement, the contractor shall be deemed to have knowledge of these unless Siemens is informed to the contrary in writing at once. Siemens shall then provide the contractor with further information on these regulations and documents.

The contractor shall at his own expense be responsible for obtaining in good time the necessary permissions, permits or licenses required for carrying out the agreement and for complying with the conditions stipulated therein. The contractor shall actively ensure that his products, packaging, and raw and ancillary materials have as little environmental impact as possible. Work which may have a negative impact on the environment, for example emissions into the air, water or soil, must be explicitly made known beforehand.

The contractor shall have an implemented quality assurance system that complies with or is an equivalent to the standards of ISO 9000. Siemens is entitled to have quality audits performed by officers allocated for that purpose. The contractor shall cooperate fully in this regard. The officers are obliged to keep confidential the data which comes to their knowledge in the execution of their duties, unless any statutory regulation obliges them to

notification, or the necessity of notification ensues from their duties. The costs of performing quality audits shall be at the expense of Siemens.

#### 4. **Contract variations; increase or decrease of the scope of supply**

Siemens shall be entitled to amend the contents and scope of the supply, even if this results in an increase or decrease in the scope of supply. If the contractor is of the opinion that the amendment has an effect on the agreed price or delivery period, Siemens shall be informed of this immediately in writing, and in the event of additional work, issue a written quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the contractor. Amendment of the price or delivery period shall be effected on the basis of the unit prices and tariffs set out in the contract, or on the basis of reasonableness and the standards and assumptions on which the agreement is based.

The contractor shall not perform additional work before Siemens has issued written instructions to that effect. The lack of agreement on the amendment of price or deadline shall not entitle the contractor to postpone the performance of the amendment. Additional work the contractor should have or could have anticipated, or which is considered to be the result of a shortcoming on the contractor's part, shall not be considered additional work.

#### 5. **Quality inspection**

Siemens shall have the right to arrange for inspection of the quality of the supply during or prior to the delivery thereof by staff appointed for this purpose, wherever the performance takes place. The contractor shall cooperate fully in this regard. The contractor shall not derive any rights from the results of an interim inspection.

If following the inspection Siemens concludes that the quality of the supply does not or according to its expectations will not comply with the agreement, Siemens shall give the contractor a written notice of rejection. In this case the contractor shall be obliged to take at short notice all measures which are necessary to comply with the agreement in full. Failing this, Siemens shall be entitled, without prejudice to any other rights it may have, to itself take all measures which it deems necessary, including having the work performed by third parties at the contractor's expense. In this case the contractor shall provide Siemens and these third parties with all cooperation requested. The costs of any necessary second inspection shall be borne by the contractor. If the safety of people, property or other urgent circumstances require this, Siemens shall be entitled to repair damage and defects immediately at the contractor's expense, without prior notification thereof to the contractor, unless the contractor can demonstrate that he cannot be blamed for the damage and defects. Thereafter the contractor shall be notified without delay by Siemens.

#### 6. **Resources, ownership and right of retention**

Models, stamps, molds, templates, dies, calibers, drawings and the like procured or manufactured by the contractor in aid of the supply, shall be deemed to have been made available to the contractor by Siemens at the moment that these articles are delivered to the contractor or have been manufactured by it. If Siemens makes items available or is considered to have made items available to the contractor in aid of the supply, these shall remain or become the property of Siemens and the contractor shall be obliged to retain these items, clearly marked as Siemens' property, and to make a declaration of ownership available to Siemens if requested to do so. Items created by amalgamation, confusion or otherwise, become Siemens' property at the moment of their creation. The contractor shall be deemed to have created the items for Siemens and shall retain these new items as Siemens property and make a declaration of ownership available to Siemens if requested to do so.

The ownership of other items shall pass to Siemens at the moment of delivery.

The contractor shall never be entitled to exercise a right of retention over items or documents which are in his possession by virtue of the agreement, and for this reason to refuse surrender thereof.

#### 7. **Delivery dates**

The agreed delivery date(s) or period(s) shall be firm and binding and shall apply to the entire delivery, including the relevant drawings or other documents pertaining thereto. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the contractor shall inform Siemens hereof without delay, and shall state the reason for this and the consequences thereof.

If the contractor exceeds any agreed delivery date(s) or period(s), Siemens shall be entitled to impose a penalty of 1% of the price of the supply without prior notice of default to the contractor, for each calendar week or part thereof exceeded, up to a maximum of 10%, and this shall be claimable immediately on the date the penalty is imposed. Imposition, recovery or settlement of this penalty shall not affect Siemens' right to performance, compensation and termination of the agreement.

#### 8. **Delivery**

Delivery shall take place "DAP: "Delivery at Place" (carriage paid), in accordance with the version of Incoterms applicable at the time of ordering, unless specified otherwise in these General Conditions of Purchase or order.

Partial deliveries shall not be permitted without the written consent of Siemens.

In the case of delivery of hazardous or environmentally damaging goods the following shall apply. If the contractor supplies products for which statutorily prescribed restrictions on substances and/or information requirements (e.g. REACH, RoHS) apply, the contractor shall declare such materials at the latest on the first delivery date of the products in the BOMcheck online database ([www.BOMcheck.net](http://www.BOMcheck.net)) or in a reasonable format made available by the contractor. This shall apply exclusively in respect of laws that are applicable at the official place of establishment of the contractor or principal or at the relevant place of delivery requested by the principal.

#### **9. Packaging and dispatch**

The contractor shall package the deliveries as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading. The contractor shall ensure that the delivery arrives at the destination in good order. Shipments on pallets shall take place on euro format pallets (so-called Europallets). Neutral packaging materials without printing are to be used as far as possible to encourage reuse of packaging materials. Packaging materials shall be suitable for reuse or recycling. Special packaging that has to be returned to the contractor shall be marked as such. The packaging, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets exist for a delivery or the packaging, the contractor must always supply these sheets direct (at the same time).

The contractor shall mark the shipment with Siemens' order reference number and the number of packages, as well as with the correct NAW details of the delivery address. The outside of the packages shall have a packing list attached with the contents of the shipment listed. Siemens may reject deliveries that do not comply with these requirements.

#### **10. Transfer of risk.**

The risk for the goods remains with the contractor until they arrive at the agreed place of delivery and have been accepted in writing by Siemens by a person duly authorized to do so, with his or her name stated.

#### **11. Warranty**

If within the warranty period the supply is found to be non-compliant with the stipulations in section 3 of these General Conditions of Purchase, the contractor shall, for its own account, replace, repair or re-execute the supply at Siemens' discretion when first requested to do so within two weeks, without prejudice to Siemens' other legal rights or remedies. If the contractor continues to default on his warranty obligations, Siemens has the right to proceed to replace, repair or re-execute the order at the contractor's expense, with or without help from third parties. Siemens shall notify the contractor of the exercise of this right in advance where possible. If the parties have not agreed a warranty period, the warranty period shall be 24 months after the date of supply.

For goods which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are delivered, provided always that the warranty period ends no later than 30 months after the date of delivery of the goods. The warranty period shall be extended by the period during which the supply has not complied with section 3 of these General Conditions of Purchase. A warranty period identical to the original shall apply afresh to replaced, repaired or re-executed parts of a supply.

#### **12. Price, invoicing and payment**

Unless agreed otherwise in writing, the agreed price is fixed in euros, exclusive of VAT and inclusive of all costs and charges which are necessary in order to perform the supply.

Invoices shall be submitted bearing the number of the purchase order, as per the purchase order or order placed, and itemized stating the item number(s). Siemens shall be entitled to suspend payment for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such. Siemens shall make payment within 60 days after acceptance of the supply and after having been correctly invoiced. Payment does not imply in any respect whatsoever a waiver of any right to performance of the order. Siemens is entitled to set off its debts to the contractor against claims it may have against him by means of a setoff note. Siemens may request a deposit or bank guarantee at the contractor's own expense before it performs the supply or if partial or total payment in advance takes place.

#### **13. Liability**

The contractor shall be liable for all damages suffered by Siemens due to any failure attributable to the contractor to comply with the agreement or due to infringement of any other contractual or non-contractual obligation or duty. The contractor shall indemnify Siemens against any claims by third parties for damages in that respect.

The contractor's liability shall be limited to an amount of EUR 1,500,000 or, if this amount is higher, the order value, for each event resulting in damage, except in the case of personal injury or damage caused by intent or gross negligence.

The contractor shall in this respect fully insure and keep insured his liability under the law and/or agreement in

respect of Siemens and furthermore shall insure and keep insured all risks in his business operations which can be insured on standard terms. The contractor shall at Siemens' request immediately provide (a certified copy of) the policies and evidence of payment of the premium. The contractor hereby assigns to Siemens in advance all claims to payment of insurance proceeds, where these relate to damage for which the contractor is liable toward Siemens.

#### 14. Dissolution

Siemens shall have the right to completely or partially terminate the agreement without further notice of default by means of written notice to that effect without prejudicing its other legal rights and remedies, in the event that:

- the contractor defaults on one or more of the obligations as contained in the agreement;
- the contractor is declared bankrupt, has requested suspension of payment, his business has been shut down or liquidated, a substantial part of his assets have been attached, or his business has been transferred to third parties;
- the delivery is rejected after inspection or re-inspection.

In the event of termination of the agreement the risk of the items or work already delivered remains with the contractor. The items or work shall then be at the contractor's disposal and they are to be collected or removed by the contractor.

The contractor shall refund any payments already made by Siemens in this respect immediately.

#### 15. Non-disclosure and information obligations

The contractor shall provide Siemens with all information pertaining to the supply insofar as it could be of importance to Siemens.

The contractor shall not disclose any information which he receives from Siemens in connection with the agreement, for example in the form of drawings, images, diagrams, drafts, calculations, work methods, descriptions, software or accompanying documentation. The contractor shall not reproduce, copy, make available or disclose to a third party, or use the above-mentioned information carriers in any way other than for the performance to be provided. If no agreement has been concluded or if the agreement has been performed, the contractor shall at the first request from Siemens return the information media and any copies thereof at once to Siemens.

The contractor shall not reveal confidential information relating to the supply to his own employees not involved with the supply or to third parties, unless Siemens has agreed to this in writing beforehand. The contractor shall not be entitled to use the Siemens name and/or logo in advertisements and other commercial publications without prior written permission from Siemens.

#### 16. Intellectual property rights; licenses

If intellectual property rights apply to the supply or accompanying documentation, Siemens shall be entitled to the right of use thereof free of charge by means of a non-exclusive, worldwide and perpetual license. All intellectual property rights that result from the performance of the supply by the contractor, his employees or third parties involved by the contractor for performance of the agreement, shall already be transferred to Siemens at the moment at which they arise. Where this transfer in advance lacks legal effect, the contractor shall be obliged to take all (legal) actions necessary to effect the above-mentioned transfer when first requested to do so by Siemens. The contractor shall not be entitled to make available the results of the supply in any way to third parties or to inform third parties thereof, without written permission from Siemens.

The contractor hereby waives any moral rights due to him as referred to in the Copyright Act, including any paternity rights, where the law permits this. The contractor guarantees that the supply does not infringe any intellectual property rights of third parties. The contractor indemnifies Siemens against any (alleged) claims by third parties in this regard and shall reimburse Siemens for any damages suffered as a result thereof.

#### 17. Cybersecurity

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).

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

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

- 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);
- Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and

services including the provision of patches to Siemens remedying vulnerabilities for the reasonable lifetime of the products and services;

- Supplier shall provide to Siemens a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Siemens;
- Supplier shall grant to Siemens the right, but Siemens shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Siemens;
- Supplier shall provide Siemens a contact for all information security related issues (available during business hours).

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

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.

Upon Siemens' request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

#### **18. Open Source Software**

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 components.

In the context of this provision “open source components” means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to Siemens and provide all information which Siemens needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to Siemens promptly after the order is confirmed the following:

- a schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents;
- the complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

The Supplier shall, by the time of order confirmation at the latest, inform Siemens in writing whether any open source licenses used by the Supplier might be subject to a “Copyleft Effect” which could affect the products of Siemens. In the context of this provision, “Copyleft Effect” means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by the Supplier are subject to a “Copyleft Effect” as defined above, then Siemens is entitled to cancel the order within two weeks of receipt of this information.

#### **19. Code of Conduct for Siemens Suppliers, CO<sub>2</sub> emissions, Rules of Conduct for Contractors**

The contractor must be familiar with the “Code of Conduct for Siemens Suppliers” (relating to his responsibility for people and the environment) and endorse it.

Immediately on Siemens' request the contractor shall supply, as soon as possible, a CO<sub>2</sub> emission inventory of its company. This inventory shall be in accordance with the ISO 14064-1 protocol or the GHG protocol. The CO<sub>2</sub> emission inventory shall come with a verification statement by a verifying body that is accredited in accordance with ISO 14065 or by the Accreditation Council under the European emission trading scheme. This statement by the verifying body as a minimum must comply with the requirements as stipulated in ISO 14064-3 under ‘validation and verification statement’.

In buildings and on premises belonging to Siemens, the Siemens “Rules of Conduct for Contractors” relating to safety, the environment and working conditions shall apply there.

#### **20. Transfer of rights and obligations; subcontracting**

The contractor shall not subcontract the supply or parts thereof to third parties, nor transfer his rights and obligations arising from the agreement in whole or in part to third parties without prior written permission from Siemens.

#### **21. Export control and international trade**

For all Products to be delivered and Services to be provided according to this Agreement Supplier shall comply with all applicable export control, customs and foreign trade regulations (“Foreign Trade Regulations”) and shall obtain all necessary export licenses, unless Siemens or any party other than Supplier is required to apply for the



export licenses pursuant to the applicable Foreign Trade Regulations.

Supplier shall advise Siemens in writing as early as possible but not later than 8 weeks 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 Siemens for each Product and Service:

- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations;
- the classification according to the European Foreign Trade Regulations nr. 428/2009, if the goods are strategic;
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding;
- the country of origin (non-preferential origin);
- upon request of Siemens: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) („Export Control and Foreign Trade Data“).

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 8 weeks prior to the Delivery Date. Supplier shall be liable for any expenses and/or damage incurred by Siemens due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

## 22. Premature termination

Siemens shall be authorized to terminate the agreement prematurely at any time, in return for payment of that part of the supply that has been performed in accordance with the agreement, along with all demonstrable additional costs that the contractor has had to incur as a result of the termination.

## 23. Applicable law, disputes

Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern agreements between Siemens and the contractor. The competent court in The Hague shall have sole jurisdiction over all disputes between Siemens and the contractor.

# II Special Provisions for the Works of Goods and Services

## 1. Obligation to warn

The contractor shall warn Siemens in writing without delay if he discovers errors, omissions, contradictions or lack of clarity in the order, including the specifications, drawings, calculations, plans and performance conditions of Siemens or its principal.

## 2. Subcontracting, Health and Safety Plan

If the contractor performs the agreement on a subcontracted basis, he shall not submit (price) quotations direct to Siemens' principal for amendments to the work which this principal has instructed Siemens to perform.

Any advice and comments by Siemens, regardless of their nature, do not dismiss the subcontractor of its responsibilities for drawing up a complete and correct Health and Safety Plan, including all corresponding annexes, in accordance with Siemens' requirements and the applicable laws and regulations. Siemens explicitly does not accept liability for loss caused by non-compliance with these requirements and/or applicable laws and regulations. The subcontractor indemnifies Siemens for all loss and costs of third parties arising in the execution of the work, which must be understood to include loss and costs that arise because the Health and Safety Plan, including all corresponding annexes, does not comply with Siemens' requirements or the applicable laws and regulations. Third parties are also understood to include the employees of the subcontractor and (employees of) parties engaged by the subcontractor.

## 3. Supervision and quality of employees

The contractor shall be responsible for the day-to-day management and the supervision of the performance of the work. The contractor shall be responsible for deploying employees who are satisfactory as regards training, expertise and experience. The contractor shall not replace these employees without prior written permission from Siemens, which shall not be withheld without good reason.

The contractor shall replace one or more of his employees immediately if Siemens requests this of him on reasonable grounds, for example because in the opinion of Siemens the employees are not suited to their task or are acting in conflict with the obligations of the agreement.

Without prejudice to the provisions of section 11 below, the contractor must comply with the legal provisions for all personnel deployed on site. Siemens reserves the right to carry out checks on this point. The contractor must send Siemens, instantaneous, a written list of all employees who have been or will be deployed on site by him or by a third party engaged by him, in connection with said performance, including their last name, first names, address

and place of residence, date and place of birth and social security number, as well as, for all these employees, a copy of a document as referred to in Article 1 of the Compulsory Identification Act.

#### 4. Deployment of manpower

The contractor shall not, without prior written permission from Siemens, make use of manpower put at his disposal ("seconded"). When deploying temporary manpower the contractor must on request demonstrate in writing that their identity has been established in accordance with the legal provisions, the required permits have been issued for the performance of the work, the training details have been checked and the requisite confidentiality declarations have been signed.

#### 5. Working hours, rules of conduct, working conditions, safety and environment

Work in buildings and on premises of Siemens or its principal shall be carried out during the working hours prevailing there at that time. The contractor shall be responsible for the working conditions and safety on site. The contractor must comply with all applicable government regulations and locally applicable regulations concerning working conditions, safety and the environment, including the Siemens "Rules of Conduct for Contractors".

#### 6. Working conditions (health and safety)

The contractor must comply with all statutory provisions in the area of health and safety and do his utmost to

- minimize, and if possible eliminate dangers to the health and safety of the staff employed by the contractor or its direct subcontractors (hereinafter referred to as "Staff") in the performance of the supply;
- ensure that nobody who is present on the work site, including Staff, Siemens staff and visitors, incurs any physical injury.

Before the start of the performances, the contractor must provide Siemens with a risk analysis in writing, which

- analyzes all potential dangers to the health and safety of the Staff and Siemens staff ensuing from the performances;
- determines measures to minimize, and if possible eliminate, such dangers.

The contractor shall ensure that the Staff:

- is competent to execute the performance on the grounds of training and/or experience (and on request the contractor shall submit written evidence of such experience and training);
- takes part in work-site-specific training organized by Siemens and receives suitable personal protective equipment from the contractor before starting to execute the performance on the work site; and that
- the personal protective equipment is used in the proper manner and that such equipment is always in good working order.

Siemens reserves the right to, as it sees fit, deny Staff access to the work site and/or suspend the performance of the supply on health or safety grounds, without any liability for loss and costs on its part.

The contractor shall designate as its representative for health, safety and the environment (hereinafter referred to as 'the contractor's EHS representative') a person competent for this purpose and shall ensure that the contractor's EHS representative takes part in the safety meeting, which Siemens periodically organizes.

The contractor shall check regularly if statutory and contractual health and safety provisions are complied with by doing safety rounds on the work site where the contractor's performances are executed. The contractor shall invite Siemens to take part well in advance of the safety round. If the contractor discovers non-compliance of health and safety provisions, he shall effect compliance expeditiously and notify Siemens of the findings and status of corrective measures.

At Siemens' request the contractor shall give immediate access to all documents regarding health and safety relating to performance of the contractor's supply.

If an incident occurs related to the performance of the contractor's supply, resulting in:

- the death of a person;
- a serious personal injury of a person;
- an injury that makes a person unfit for work for one or more days;
- more than three workers having to go to hospital;
- the contractor becoming aware of an event or circumstance relating to the performance of the contractor's supply, which could cause an event stated above, the contractor must notify Siemens of this immediately.

In these cases the contractor must expeditiously do the following:

- perform a Root Cause Analysis of the incident;
- take suitable measures to rule out similar incidents in future;
- set terms for implementing the measures;
- provide Siemens with a written, sufficiently detailed report on the Root Cause, the measures to be taken and the terms set for these. The contractor shall cooperate with any additional investigation by Siemens.

If Siemens has drawn up a document regarding the environment, health and safety for the work site (hereinafter referred to as 'EHS Plan'), Siemens will forward a copy of the EHS Plan to the contractor. The contractor shall confirm the receipt of the EHS Plan in writing and observe the provisions stated herein. The same applies to updates

of the EHS Plan, which Siemens may implement as it sees fit. The contractor shall ensure that its direct and indirect subcontractors, hired for the performance of the supply, observe the EHS Plan and its updates.

Without prejudice to any other rights to which Siemens is entitled, Siemens may, if the contractor substantially or repeatedly fails to comply with the statutory or contractual health and safety provisions, including the provisions of this section and the provisions of the EHS Plan, terminate the agreement without being liable in any way. The contractor shall, with the exclusion of other claims, also including claims for loss of profit and/or loss of overhead costs coverage, be entitled to compensation for all the work executed correctly in accordance with the agreement prior to the termination, based on the prices and rates stated in the agreement.

#### **7. Foreign Nationals (Employment) Act**

The contractor shall supply the latest version of all applicable legislation and regulations (including, but not limited to, the Foreign Nationals (Employment) Act. The contractor shall also abide by all guidelines, rules on accident prevention and other provisions that apply for the project location.

The contractor shall ensure that the requisite residence and work permits and other prescribed permits for his staff working on site are available. This shall also include, where applicable, valid work permits under the Foreign Nationals (Employment) Act.

The contractor shall, without prejudice to the provisions of section 13 of the General Provisions, be liable to Siemens and shall indemnify Siemens in this respect for all possible damage (expressly also including penalties under private or public law) that result from or relate to infringement of the Foreign Nationals (Employment) Act and equivalent legislation thereto, regardless of whether this infringement is committed by the contractor or by a third party in a chain of parties of which the contractor forms part, for whom the contractor is liable under the law or these conditions, or in respect of whom the contractor could have been expected to exercise supervision. The contractor shall guarantee to Siemens in particular that he and the parties for whom he is liable under the law or these conditions or over whom he should have exercised supervision, comply with all (registration) obligations for foreign employees, as laid down inter alia in the Foreign Nationals (Employment) Act, in respect of his own staff as well as the seconded subcontractor(s). If penalties are imposed on Siemens – for example penalties under the Foreign Nationals (Employment) Act – because of unlawful actions or omission by the contractor, Siemens shall be entitled to recover these costs from the contractor. Siemens or a third party appointed by it shall be entitled to audit compliance with the Foreign Nationals (Employment) Act. The contractor states that he is willing to cooperate fully with any check or audit. The contractor shall also stipulate the right of auditing of third parties involved by him.

#### **8. Progress of the work**

The contractor shall hand over to Siemens on request his program relating to the scheduling and the deployment of personnel for the work and notify Siemens as often and in the manner required by Siemens about the progress thereof. If the progress of the work is, in the opinion of Siemens, delayed such that it will not be completed on time, Siemens shall notify the contractor of this in writing. In this case the contractor shall be obliged to take all action, within two weeks, which in the opinion of Siemens is necessary to catch up with the backlog in the short term, including the deployment of extra personnel or equipment. Failing this, Siemens shall be entitled, without prejudice to any other rights it may have, to itself take all measures which it deems necessary, including having the work performed by third parties at the contractor's expense. In this case the contractor shall provide Siemens and these third parties with all cooperation requested.

#### **9. Suspension of activities**

Siemens shall at all times be entitled to suspend the performance of the work until further notice. In this case the performance date shall be extended by the duration of the suspension and Siemens shall reimburse the contractor all reasonable expenses arising from the suspension, provided that the contractor must take all reasonable measures limit these costs as much as possible.

#### **10. Completion, acceptance and delivery**

When the contractor has in his opinion completed the agreed work, he shall notify Siemens of this in writing. Unless stipulated otherwise in the agreement, the work shall be regarded as accepted and thereby delivered if Siemens has accepted this in writing or if, after prior written notice of default, it does not give notice in good time of either acceptance or rejection of the work. Minor defects which do not impede use shall not be a reason for rejection, without prejudice to the contractor's obligation to rectify these defects as quickly as possible.

#### **11. Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act**

The contractor shall comply with all obligations arising from the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act. The contractor shall keep records such that the actual wage costs can be established for each project. These wage costs shall be specified on the invoice. Siemens shall be authorized to pay a portion of the price in cases it shall determine, either via a frozen account, or direct into a special account of the Tax Office. This portion shall relate to the sum for which Siemens in its estimation is jointly and severally



liable under the “Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act” or other regulations. The contractor shall on request provide Siemens, within 30 days, with an original Declaration of Payment Conduct from the Tax Office concerning the payment of social security premiums and wage tax for all personnel engaged in connection with the agreement, which may not be older than three months. The contractor shall also, after a request to this effect by Siemens, provide Siemens, within 60 days of the end of each quarter, with a declaration, drawn up and signed by a chartered accountant, in which the latter states that during the previous period obligations arising from or by virtue of the tax and social security legislation have been complied with. The costs of these declarations shall be borne by the contractor. The contractor shall indemnify Siemens against any and all claim by the Tax Office concerning premiums and tax owed for the persons in question.

## 12. Software Related Services

Should the Supplier develop or convert software for Siemens,

- the Supplier shall provide to Siemens all related documentation, the source and object code;
- at Siemens request, the Supplier shall provide support in the implementation of the application of the developed/converted software and shall maintain it. Insofar as such support and maintenance services do not fall under the agreed scope of the contract, Siemens and the Supplier shall agree on reasonable remuneration;
- the Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g. OWASP standards;
- Siemens has the right to yearly audit or have audited the Supplier’s compliance with the provisions of this section 3 and section 17 of the General Provisions at the Supplier’s relevant site(s) without cause and, in addition, if Siemens has a justified suspicion that the Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.