

1. Order and Order confirmation

- 1.1 The order is made to purchase products from supplier and supplier to transfer unrestricted ownership into the product sold. Except as agreed upon in writing such sale shall be made under the conditions set forth hereinafter. Unless agreed upon in writing no other conditions shall apply even if Siemens accepts or pays goods without opposition. Siemens orders shall be binding if they are placed in writing. Oral and telephone agreements are confirmed by Siemens in writing. The same shall apply for all amendments, supplements, specifications, etc.
- 1.2 Unless otherwise agreed in writing for particular cases the present terms and conditions of Siemens Mobility Ltd (Siemens) shall prevail for all Siemens orders placed. Terms and conditions stipulated by Supplier shall be binding upon Siemens if and to the extent Siemens has expressly accepted them in writing.
- 1.3 Should business transactions with any supplier be carried out mainly via EDI, the conditions to be applied shall previously be agreed upon in writing, specifying both the business partners and the respective business transactions.
- 1.4 Third parties within the meaning of these terms and conditions are also subsidiaries, holding and group companies.

2. Rights of Use, Rights of Development Designs, Open Source Software

- 2.1 By delivering Supplier transfers the unrestricted property rights in the goods to Siemens, including but not limited to the right to use, sell, modify, repair, restore, and incorporate the goods into Siemens products.
- 2.2 If the goods contain embedded Software or Software is delivered with the goods in order to make the goods useable, the same rights in the software as provided in 2.1 hereinabove shall be licensed to Siemens together with the goods. Cost of such license shall be included in the purchase price.
- 2.3 Supplier shall inform Siemens as early as possible, but at the latest with the order confirmation, whether the goods contain "open source" components or modules of third parties.
- 2.4 If the software contains Open Source Software ("OSS"), Supplier shall inform Siemens about all licenses used and warrant that such licenses do not conflict with the rights transferred in accordance with 2.1 hereinabove.
- 2.5 A clearly structured schedule of all open source components used, indicating the relevant license, its version and a copy of the complete text of such license and including a reference to copyright and/or authorship shall be delivered with the goods
- 2.6 Notwithstanding anything to the contrary in this Agreement, if Supplier is in breach of this Section 2, Supplier shall fully indemnify, defend and hold harmless Siemens, its Subsidiaries, distributors and customers of Siemens as well as distributors and customers of Siemens' Subsidiaries, from any damage, loss, costs and expenses suffered by them as a result of any such breach.
- 2.7 Insofar as performance results in any construction or development outcomes in situations involving a construction or development order, Siemens shall obtain without limitation all intellectual property rights therein along with exclusive rights of use thereto. Without the express written approval of Siemens, the constructions and developments may not be provided to third parties either in full or in part or used by Supplier for its own or other purposes.

3. Documents and auxiliary material supplied by Siemens

- 3.1 Documents (drawings; manufacturing, testing and delivery instructions; etc.) and other operating or auxiliary material (samples, models, etc.) made available by Siemens shall remain Siemens property and shall be marked accordingly.
- 3.2 Supplier shall take all measures necessary to protect Siemens property.
- 3.3 Without Siemens express written consent the abovementioned documents shall neither be copied nor made available to third parties and be used for no other purpose but completing Siemens order. The documents and auxiliary material shall be returned to Siemens intact any time upon Siemens request, at the latest, however, upon delivery of the goods, or - if expressly agreed - be stored by Supplier until revoked.
- 3.4 Supplier shall be liable for any damage to Siemens property and thus obliged to store and treat the documents and auxiliary material appropriately, and to insure them, in agreement with Siemens, against possible damage.

4. Prices and Terms of Payment

- 4.1 Prices agreed are firm prices. Changes in prices and respective other conditions shall only be binding if and to the extent they are expressly acknowledged by Siemens in writing.
- 4.2 Each delivery shall be invoiced immediately upon shipping. A separate invoice shall be made for each delivery indicating both VAT and Siemens job order code. Invoices lacking this information are rejected and Payment delays do not start. Registered c.o.d. consignments are not accepted.

- 4.3 Siemens payments are made irrespective of an examination of the goods upon receipt at their destination. Payments or partial payments do not constitute acknowledgment of supplier's delivery conditions, quantity, price and quality. Siemens shall remain fully entitled to all claims even after payment of the goods.

- 4.4 Unless provided otherwise, Siemens payments shall be settled not later than on the 60th day counting from the date of the correct invoice provided the delivery is complete and the necessary documents have been handed over to Siemens.

- 4.5 Assignment of claims against Siemens as well as setting off against counterclaims is not permitted.

5. Deliveries and Services of Supplier

- 5.1 The quantities specified in Siemens orders shall be complied with. Siemens reserves the right to place surplus parts at the disposal of Supplier, against full compensation of Siemens expenses, and in case of reduced quantity to insist on the performance of the quantity ordered.
- 5.2 Siemens is entitled to place defective goods at the disposal of Supplier and to claim faultless replacement thereof.
- 5.3 Deliveries of suppliers and sub-contractors are object of Siemens quality assurance system pursuant to ISO9001 / EN29001. Siemens suppliers and sub-contractors are appraised accordingly.
- 5.4 Should Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products.

Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, Supplier will inform Siemens hereof in a form agreed upon between Supplier and Siemens, but in no case later than the date of order confirmation.

6. Packing and Shipping

- 6.1 Packing shall be adapted to the goods and the mode of transportation. Preference shall be given to environmentally friendly packaging material. Loss and damage of goods attributable to defective packing shall be at Supplier's expense.
- 6.2 Each delivery / partial delivery shall contain a delivery note specifying Siemens job order code, article no. and description of goods, net and gross weight and / or exact number of pieces. Partial deliveries shall be indicated as such.
- 6.3 Each document regarding the order shall at least specify Siemens job order code.

7. Dates and Periods of Delivery, Default in Delivery

- 7.1 The dates and periods of delivery fixed by Siemens shall be binding (also for partial deliveries). They shall be considered observed if the goods arrive at their destination prior to the expiration of the dates and the end of periods fixed.
- 7.2 Failure to observe the agreed dates and periods of delivery (also for partial deliveries) shall entitle Siemens to waive performance of the service without granting an additional period of time, and to withdraw from the contract. Legal claims for damages shall be reserved.
- 7.3 For deliveries that effected earlier than agreed, Siemens shall reserve the right to pay the respective invoice at the agreed time of delivery.
- 7.4 If a speedy dispatch (freight, express delivery, etc.) is necessary due to delayed delivery, the additional freight charges shall be borne by Supplier. Additional expenses for not required express deliveries shall also be borne by Supplier.

8. Place of Performance, Passage of Benefit and Risk

- 8.1 The place of performance for the delivery of goods is their destination, and for the payment it is the domicile of the buyer.
- 8.2 Upon delivery of the goods at their destination benefit and risk are passed to Siemens.

9. Examination, Warranty, Liability for Defects

- 9.1 Supplier shall examine the quantity and quality of the goods before they are shipped.
- 9.2 Supplier warrants that the deliveries according to the contract have no legal or physical defects and are both in perfect condition and made with high-quality raw materials fit for the intended use. This mainly concerns the fulfillment of governmental and statutory safety regulations of the manufacturing country and the country of destination.
- 9.3 The obligation of immediate examination and notification according to Art 201 CO shall be waived. By the acceptance of Siemens purchase order Supplier recognizes order notifications of defects

without adherence to a notification period as obtained in time.

9.4 The right to claims for rescission of sale, reduction in price, improvement or replacement and damages (Art. 205 et seq. and 368 CO) is reserved. Furthermore, Siemens reserves the right to retain the payment fully or partly until, (i) if Siemens require replacement, Supplier has fulfilled his duty to deliver a faultless replacement or (ii) the circumstances regarding any rescission of sale, reduction in price and damages have been settled bindingly.

9.5 Siemens do not accept reduction of the warranty periods provided by the law. In any case the warranty period shall be not less than 2 years starting with receiving respectively acceptance on the occasion of a separately agreed formal acceptance test (whichever occurs later).

10. Product Liability

10.1 Siemens will immediately notify Supplier of any defect in the product known to Siemens, if the defect caused or could cause an accident resulting in death, personal injury or material damage, and discuss the steps to be taken together with Supplier. Supplier shall support Siemens in the dispute with the injured and indemnify Siemens against legitimate claims as well as for costs of any recall action attributable to defects in the goods for which Supplier is responsible.

11. Liability

11.1 Supplier shall fully indemnify Siemens from any harm or claims in connection with services, as well as from any claims of third parties, regardless of their legal cause, be it warranty, default, product liability, infringement of industrial and intellectual property rights or any other cause.

12. Confidentiality

12.1 Supplier shall not make available to any third party any information obtained from Siemens or the present business relationship. Insofar as Siemens agree to any subcontracting to a third party, such third party shall agree to such terms in writing.

13. Disclosure of the Business Relationship, Data and Information

13.1 Supplier shall agree that all data and information required for the business relationships or resulting from said relationships, especially contractual documents and papers as well as data and information necessary for the performance of the contract of and about Supplier and their auxiliary persons (Hilfspersonen) may also be stored outside Switzerland. Furthermore, all this data and information may be disclosed to Siemens AG as well as to their associated companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for Siemens-internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.

14. Code of Conduct for Siemens Suppliers

14.1 Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, Supplier will take responsibility for the health and safety of its employees, Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers. In addition to other rights and remedies Siemens may have, Siemens may terminate the contract and/or any purchase order issued there under in case of breach of these obligations by Supplier. However, provided that supplier's breach of contract is capable of remedy, Siemens right to terminate is subject to the proviso that such breach has not been remedied by Supplier within a reasonable grace period set by Siemens.

15. Export control and Foreign Trade Data Regulations

15.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") for all Products to be delivered and Services to be provided according to this Agreement. Supplier shall also obtain all necessary export licenses, unless buyer or any party other than supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

15.2 Supplier shall advise buyer in writing as early as possible, but not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by buyer 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 particular:

- 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; and
- all applicable export list numbers; and the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and upon

request of Buyer: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

15.3 Does supplier violate any of his obligations resulting from the provision 15.1, he shall be liable for any expenses and/or damage incurred by buyer due to the lack of or inaccuracy of said Export Control and Foreign Trade Data unless Supplier is not responsible for that.

16. Reservation Clause

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

17. Applicable Law

17.1 The present contractual relationship shall be governed by Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("the Vienna Law on the International Sale of Goods") shall be excluded.

18. Tribunal Arbitral

18.1 Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three.

The seat of the arbitration shall be in Zurich, Switzerland. The arbitral proceedings shall be conducted in English.