

1. General Provisions

- 1.1 Offers that do not include a deadline for acceptance (binding period) are not binding.
- 1.2 The Agreement has been formed upon dispatch of the order confirmation and the annexes to the same by Siemens. If no specifications document is attached to the Agreement, the goods and services (collectively called the "deliverable") shall be provided as stated in the technical specifications and the rules and regulations in force in Switzerland on the date of the offer.
- 1.3 Unless otherwise agreed in writing, the Purchaser acknowledges upon entry into the Agreement that the present Conditions of Delivery are binding. Any conditions of the Purchaser are not applicable.
- 1.4 Brochures and catalogues are not binding.
- 1.5 Customer-specific systems/products to be developed by Siemens shall be exclusively subject to the "General Delivery Conditions for Customer-specific Systems and Products" of Siemens.

2. Software

- 2.1 Siemens software is licensed, and not sold, under the end-user licence agreement (EULA) individually made or issued in conjunction with the software. The software is issued in object code without source codes. The licence only grants the right to use the software in connection with the deliverable. It may only be transferred together with the deliverable. The Purchaser does not have the right to modify or reverse engineer the software.
- 2.2 Any commercially available, standard software to be supplied by Siemens is exclusively subject to the applicable delivery and licence conditions of the respective manufacturer.
- 2.3 Insofar as the software contains Open Source Software ("OSS"), the OSS is listed in the menu under the heading "Licence Information" or in written documentation pertaining to the software. If the OSS licence conditions so require, Siemens shall issue the OSS source codes upon payment of shipping and handling costs.

3. Prices

- 3.1 Unless otherwise agreed, all Siemens prices are stated in Swiss francs. Deliveries are EXW of the respective Swiss storage location pursuant to INCOTERMS 2020.
- 3.2 In the event of a change in the circumstances on which the pricing is based, including but not limited to parities between currencies or public/official taxes, charges, fees and customs duties, etc. occurring between the time of the offer and the agreed delivery date, Siemens has the right to adjust prices and conditions to the altered circumstances.

4. Payment Terms

- 4.1 Unless otherwise agreed, invoices from Siemens are due immediately and must be paid no later than on the 30th day after the invoice date, without discounts or other deductions. Payment is deemed to have been made if the total amount due has been credited, free of charge, to an account identified on the invoice in Swiss francs and is fully available to Siemens. The Purchaser is not permitted to offset any counterclaims against the payment. If the Purchaser fails to comply with the agreed payment periods, it shall be in default, no reminder being required, and it must pay default interest of 8% *per annum* as of the 31st day after the invoice date.

5. Reservation of Title

Siemens shall retain title to all of its deliverables until such time as it has received the agreed payments in full. Upon acceptance of the deliverable, the Purchaser authorises Siemens to register its reservation of title. For the period of reservation of title, the Purchaser shall maintain the delivered items at its own expense and insure them on behalf of Siemens against theft, breakage, fire, water damage, and other risks.

6. Delivery Period

- 6.1 The delivery period begins as soon as the Agreement has been entered into and all official formalities have been obtained or fulfilled, as the case may be. The delivery period shall be deemed to have been observed if the delivery has been made or the Purchaser has been notified that the deliverable is ready for shipment. Partial deliveries are permitted.
- 6.2 The delivery period shall be extended for a reasonable time:
 - if Siemens does not receive in a timely manner the information it requires in order to fulfil the Agreement, or if the Purchaser subsequently requests changes or additions;
 - if impediments arise that Siemens is unable to avert despite exercising due care, regardless of whether these impediments occur at the facility of Siemens, the Purchaser, or a third party. Such impediments include, by way of example: export and import restrictions, boycott orders of national or supranational organisations, or official acts or

omissions; labour conflicts and other disruptions of operations not attributable to Siemens, epidemics, natural phenomena, hacker attacks, and terrorist activities. Should such impediments occur, Siemens shall inform the Purchaser promptly and keep it apprised of the extent and background of the impediments.

- if the Purchaser or third parties engaged by it default on performing the work to be executed by them or on fulfilling their contractual duties, or if the Purchaser fails to comply with the payment terms.
- 6.3 In case of delays demonstrably caused by Siemens, the Purchaser has the right to claim compensation for losses resulting from default, provided the Purchaser can prove that it has incurred a loss. If the Purchaser receives a substitute delivery in a timely manner, the aforementioned claim shall not apply.
 - 6.4 As of the end of the second week, the compensation shall be no more than 0.5% for every full week of delay, but in total no more than 5%, calculated on the contractual price of the delayed portion of the deliverable.
 - 6.5 Once the compensation for losses resulting from default has reached the maximum, the Purchaser may grant Siemens a reasonable grace period in writing. If Siemens fails to comply with this period for reasons attributable to Siemens, the Purchaser has the right to decline acceptance of the late portion of the deliverable. If partial acceptance is financially unreasonable for the Purchaser, the Purchaser has the right to withdraw from the Agreement and to reclaim any prior payments made in exchange for return of the corresponding deliverables.
 - 6.6 As regards late delivery or services, the Purchaser has no rights or claims except for those expressly specified in this para. 6.
 - 6.7 If a particular date is agreed upon in lieu of a delivery period, this date shall be considered as the last day of a delivery period. Paragraphs 6.1 through 6.6 are applicable accordingly.

7. Transfer of Benefit and Risk

The benefit and risk shall pass to the Purchaser upon dispatch of the report that the deliverable is ready for shipment. If no report is made, the benefit and risk shall pass at the beginning of the transport to the storage site. If delivery, assembly, or installation is delayed at the Purchaser's request or for other reasons not attributable to Siemens, the risk shall pass to the Purchaser at the date and time originally scheduled.

8. Inspection and Acceptance

- 8.1 The execution of an acceptance inspection, as well as the conditions of this inspection, shall require a separate agreement.
- 8.2 The Purchaser must inspect the deliverable upon receipt and notify Siemens immediately in writing concerning any defects. If the Purchaser fails to do this, the deliverable shall be deemed approved.
- 8.3 Siemens shall correct the defects reported to it in accordance with para. 8.2. as soon as possible either through repair or substitute delivery, at its option. The Purchaser must grant Siemens the time and opportunity necessary to correct the defects. Replaced parts must be returned to Siemens.
- 8.4 In respect of defects of any kind in the deliverable, the Purchaser has no rights or claims except for those expressly referred to in this para. 8 and in para. 9 (Warranty).

9. Warranty

- 9.1 Unless otherwise agreed, the warranty period for the deliverable is 12 months. This period shall begin to run upon the unloading of the deliverable at the Purchaser's delivery site in Switzerland. If shipment is delayed for reasons not attributable to Siemens, the warranty period shall end no later than 30 months from the date of notification that the deliverable is ready for shipment.
- 9.2 For substituted or repaired parts of the deliverable, the warranty period is six months from the date of substitution or repair, if the warranty period for the deliverable expires earlier. In any case, the warranty period shall end no later than 30 months from the beginning of the original warranty period.
- 9.3 The warranty shall expire prematurely if the Purchaser or a third party makes alterations or repairs without the prior written consent of Siemens or if the Purchaser, having identified a defect, fails to take immediately all proper measures to mitigate losses, notify Siemens of the defect and grant Siemens the opportunity to correct the same.
- 9.4 Siemens agrees, upon the written request of the Purchaser, to correct or replace, at its option, as soon as feasible all parts of the deliverable that become damaged or unusable because of poor material, faulty construction, or defective execution until the expiry of the warranty period. The rejected parts must be delivered to Siemens upon request. Where Siemens does not

- request such return, the parts shall be disposed of by the Purchaser.
- 9.5 The only warranted qualities are those expressly designated as such in the order confirmation. The warranty is deemed to have been fulfilled if proof of the relevant quality has been provided at the time of the acceptance; otherwise, the warranty applies until the expiry of the warranty period, and no longer. Unless the warranted qualities are satisfied in full, the Purchaser shall initially have the right to correction by Siemens. Unless this correction is fully successful, the Purchaser has the right to a reasonable reduction of the price. If the defect is so serious that it cannot be corrected within a reasonable period, and if the deliverable cannot be utilised for the agreed use, the Purchaser has the right to decline acceptance of the defective part or, if it is unreasonable for the Purchaser to accept a partial delivery, the Purchaser may withdraw from the Agreement. Siemens may only be required to refund the amounts it has been paid for the parts of the deliverable affected by this withdrawal.
- 9.6 The warranty and liability of Siemens do not cover losses that have not demonstrably arisen from poor material, defective construction or faulty execution, e.g., as a result of normal wear and tear, faulty maintenance, non-compliance with operating rules, undue strain, inappropriate equipment, chemical or electrolytic effects, construction or assembly work not performed by Siemens, or for other reasons not attributable to Siemens.
- 9.7 In the event of defective software, a prerequisite for correction of defects is that the defect must be documented in detail, where possible, and reproducible in the unaltered original version on the contractually specified reference or target hardware. Defects in the software shall be corrected initially via upgrade or update where this is possible at reasonable costs. If the defect prevents the Purchaser from completing important, time-sensitive tasks, Siemens shall find a workaround where this is possible within a reasonable time and effort. In the event of loss of or damage to data and/or data media, the warranty only covers the installation of backed-up data.
- 9.8 The Purchaser has no rights and claims other than those expressly indicated in paras. 9.1 through 9.7 in respect of defects in materials, construction or execution, as well as in respect of the absence of warranted qualities.
10. **Other Liability**
Any claims of the Purchaser other than those expressly specified in these Delivery Conditions, regardless of legal basis, in particular, all claims for compensation, reduction of the purchase price, cancellation of or withdrawal from the Agreement that are not expressly specified, are excluded. Under no circumstance shall the Purchaser have any right to compensation for losses not incurred by the deliverable itself, such as loss of production, loss of use, loss of orders, lost profits, or other direct or indirect losses. This limitation of liability does not apply in case of gross negligence or wrongful intent or where precluded by mandatory law.
11. **Compliance with Export Control Regulations**
The Purchaser acknowledges that the deliverables may be subject to Swiss and/or foreign legal rules and regulations concerning export control and, in this case, they must not be sold, rented, or otherwise transferred or utilised for other than the agreed use without an export or re-export permit, as the case may be, from the competent authority. The Purchaser shall undertake to comply with such rules and regulations. The Purchaser acknowledges that these rules and regulations may change and shall apply to the Agreement in the wording in force from time to time.
12. **Confidentiality and Data Protection**
- 12.1 Siemens and the Purchaser shall undertake to treat confidentially all documents, information, tools and software received in connection with this Agreement and not publicly available, as their own trade secrets, even after the termination of the Agreement, and to refrain from distributing them unnecessarily within their respective companies and from making them available either in whole or in part to third parties, except subcontractors.
- 12.2 If, in the course of its work on the deliverable and documentation, Siemens processes personal data, Siemens shall comply with the relevant data protection laws. Siemens shall take appropriate measures to safeguard such data against unauthorised access by third parties.
- 12.3 The Purchaser acknowledges that the data, information and documents concerning the Purchaser may be stored inside or outside Switzerland. They may be disclosed to Siemens AG, Munich, Germany and to its affiliates for purposes of fulfilling the Agreement.
13. **Governing Law**
The contractual relationship shall be governed by the substantive laws of Switzerland. The UN Convention on Contracts for the International Sale of Goods (UN CISG) of 11 April 1980 shall not apply to this contractual relationship.
14. **Venue**
The venue for both the Purchaser and Siemens is Zurich. However, Siemens also has the right to take legal action against the Purchaser at the domicile of the latter.

15. Price (supplement to Art. 3 ALB-P)

The price is based on the EURO price list. For orders in Swiss francs, the parity clause applies according to the current Swiss price list or valid offer.

The prices offered are DDP (Incoterms 2010) for Switzerland and DAP for the EU, excluding VAT and net, without any cash discounts. The gross prices published in our catalogues and price lists are non-binding and serve as the basis for price calculations.

Surcharges may be applied to the prices of products containing silver, lead, aluminium and/or copper if the respective threshold values of the basic quotations are exceeded. The respective quotations for processed fibre, lead in cables, aluminium in cables or the electrolytic copper on the day the order is received shall be decisive for the invoicing of the surcharges.

The prices of products containing rare earths (e.g. neodymium, dysprosium) may be subject to adjustments to the agreed prices in the amount of the proven cost increases or decreases if there is a change in the purchase price for rare earths between conclusion of the contract and delivery. The same shall apply to such changes in cost which occur between the time Siemens submits a binding offer and its acceptance by the contracting party.

We reserve the right to adjust the list prices in the event of any changes and to renegotiate the net prices.

The purchase conditions apply exclusively to your OEM requirements. Should you not resell our products as part of your products or invoice them individually to your customer (e.g. as spare parts), the terms and conditions agreed here shall not apply, but rather the purchase conditions customary in the trade market segment, which we can provide upon request.

16. Payment terms (supplement to Art. 4 ALB-P)

If the order value exceeds CHF 50'000 or if the delivery period requested by the customer is more than three months, the following applies to the payment of the price

- 1/3 of the order value payable when placing the order
- 2/3 of the order value payable upon delivery.

17. Volume discounts

The discounts offered in the offer apply. If the value of an order with a list price is less than EUR 300 no discount will be granted. If the order is placed in electronic form (via Industry Mall (Internet), Mail2Edi or via Edifact-connection), the discounts are also granted for orders that amount to less than EUR 300.

18. Delivery times (supplement to Art. 11 ALB-P)

Delivery time is set according to our order confirmation.

19. Export provision (supplement to Art. ALB-P)

The goods marked with "AL/EKN unequal to N" are subject to Swiss export regulations for exports from Switzerland and to European or German export licensing requirements for exports from the EU. Goods marked "ECCN unequal to N" are subject to US re-export licensing. Even without a mark, or with the "EKN:N", "AL:N" or "ECCN:N" mark, there may be an obligation to obtain a permit, among other things due to the final destination and intended use of the goods. Generally, EKN and ECCN are to be taken from our invoice or delivery note, otherwise we can assist you in finding them.

20. Software products

For the use and warranty of software products, the respective General Terms and Conditions, which are enclosed with each software package, apply additionally.

21. Returns

Delivery items delivered by us in error (exceeding of quantity or delivery of a product other than the one ordered) shall be taken back by us and the customer shall be reimbursed in full for any payment already made, provided that the delivery items are returned within two weeks of the date of the delivery note. Thereafter, the delivery items shall be deemed to have been accepted by the customer and shall be paid for by the customer.

In the event that the customer orders delivery items by mistake ("wrong order"), or who wishes to cancel an order ("cancellation"), we are not obliged to accept returns or refund payments already made. We will not accept returns of product classes C and D under any circumstances. In individual cases, we may at our sole discretion and in accordance with the following terms and conditions, take back delivery items of classes A and B and reimburse the customer for any payments already made:

- Incorrect order: In the event that we accept a return for product classes A and B, 85% of the delivery items of class A and 70% of the delivery items of class B will be refunded.
- Cancellation: In the event of a return accepted by us for product classes A and B, class A delivery items will be refunded at 100% and class B delivery items at 70%.

- The delivery items must be returned to us in the reusable original packaging and sealed.
- The minimum value of the returns must be at least CHF 250, based on the transfer price per item.
- The prerequisite for any return and reimbursement is that the delivery items are returned to us within six weeks of the delivery note date. In the case of overseas deliveries, the start date of the return period is the date of the delivery note plus one month.
- The original delivery note must be enclosed with the return shipment.
- Returns must be made "free domicile" within Europe, i.e. the returning party bears the transport costs.

* Product categories

A: problem-free, reusable for short term

B: limited or only reusable in medium term

C: Order/Customized products delivered/procured and generally non-reusable or usable

D: Order/custom-made products with required engineering performance and not reusable or usable (Design for Customer)

In order to provide an efficient and reliable service, we ask the customer to address returns to the following address:

Siemens Schweiz AG
Digital Industries
Rückwaren und Reparaturen
Sennweidstrasse 47
6312 Steinhausen

22. Repairs and replacement

Defective components will be replaced or repaired at our discretion, usually by replacement. The replacement of defective components has the advantage that in case of failure, the system is quickly available again. The customer receives a spare part from us in exchange (same article number) usually within three working days (standard exchange). At the customer's request and with additional cost, a spare part is available within one working day (express exchange by express mail or courier service), provided the part is in stock.

The customer is obliged to return the defective components to us in a repairable condition within ten working days of receipt of the replacement part. Otherwise the customer will be charged the full list price for the delivered replacement part.

Repairs shall be carried out under the following conditions: The normal repair takes approx. 3-5 weeks. Upon request, a repair report in German or English will be supplied to the customer free of charge.

For particularly urgent cases, we also offer quick repair at an extra charge. At customer request, we return the repaired component with specific settings at a surcharge according to time and effort.

If there is a valid maintenance contract between the customer and us regarding defective components, we reserve the right to its provisions.

Repair returns should always be sent with a description of the fault (the form is found online, see www.siemens.ch/industry/repairs) to the following address:

Siemens Schweiz AG
Digital Industries
Rückwaren und Reparaturen
Sennweidstrasse 47
6312 Steinhausen

Detailed information on the ordering process, prices and answers to further questions can be found at:

E-mail: repairs-industry.ch@siemens.com

23. Prices and further information on our service catalogue

Detailed information on the ordering process, the prices of the individual services and answers to further questions can be found at:

Tel: +41 (0)848 822 866

E-mail: helpline-industry.ch@siemens.com

www.siemens.ch/industry/service