

### Siemens General Terms and Conditions of Purchase

These Siemens General Terms and Conditions of Purchase ("Siemens GTCP") are an integral part of the Sale Contract concluded by and between Siemens Sp. z o.o. with its registered office in Warsaw, as the Buyer (hereinafter: "Siemens"), and the Supplier indicated in the Sale Contract. Siemens and the Supplier shall be hereinafter referred to jointly as the Parties.

These Siemens GTCP shall apply in their entirety also to supply contracts and service contracts, and the Supplier shall be deemed by the Parties to be the supplier of goods or services as well.

#### Contract

1. The Parties shall deem the Sale Contract to be:
  - 1.1. a purchase order submitted by Siemens and confirmed in writing by the Supplier.
  - 1.2. an offer submitted in writing by the Supplier and accepted by Siemens.
  - 1.3. a contract signed by both Parties.
2. The scope of delivery shall be agreed each time in the Sale Contract concluded by and between the Parties. These Siemens General Terms and Conditions of Purchase and relevant regulations of law, in particular regulations of the Civil Code, shall apply to matters not regulated in the Sale Contract.
3. Offers that have been submitted but not accepted shall not be a basis for any financial claims against Siemens. Lack of response to an offer on the part of Siemens may not be construed as an acceptance of such offer.
4. Siemens shall be entitled to cancel a purchase order when the Supplier fails to confirm the acceptance of the order in writing within two weeks of reception thereof.
5. Any amendments, corrections and supplements to the Sale Contract may be implemented only upon the written acceptance thereof by Siemens. In particular, Siemens shall be bound by the Supplier's General Terms and Conditions only to the extent in which they comply with Siemens General Terms and Conditions of Purchase or if Siemens agrees to such in writing. Acceptance of deliveries or services and payments shall not be deemed to be such agreement.
6. Siemens shall have the right to correct the quantity and range of goods determined in the Sale Contract, but not later than within 3 working days from the reception of the purchase order acceptance, to make a statement on the acceptance of the Supplier's offer or reception of a contract copy signed by the Supplier.

#### Delivery

7. The subject of the delivery shall be delivered in accordance with *Incoterms*, as of the date of delivery, to the address indicated in the Sale Contract at the Supplier's cost and risk. Unless another place is indicated, the delivery address shall be the registered office of Siemens.
8. The binding delivery date shall be the date determined in the Sale Contract, and if no such deadline has been determined in the contract, 14 days from the date of conclusion of the Sale Contract.
9. Handing over and reception of the goods shall take place at the address referred to in point 7. If the goods are delivered by a carrier, Siemens shall inspect the shipment in order to determine whether any loss or damage occurred during the transport, and to undertake any actions necessary to establish the carrier's liability.
10. Unit packaging, label or cover should feature any information or markings required by law, in particular the name of goods, name and address of the manufacturer and the importer.

#### Guarantee and Warranty

11. The Supplier guarantees that the goods it delivers are free from any physical and legal defects.
12. The Supplier guarantees that the goods delivered comply with the provisions of the Sale Contract, agreed technological requirements and is free from any flaws or physical or legal defects that could affect or decrease the value or proper usability thereof.
13. Siemens shall be entitled, at its own discretion, to claim a free-of-charge replacement or repair (restoration to proper condition) of the subject of the contract, and compensation for the expenses and losses incurred. Siemens shall not agree to any limitations of the above liability.
14. The warranty period shall cover 24 months from the date of acceptance of the product at the delivery address. If the Supplier offers a warranty period longer than 24 months, such longer period shall apply, subject to the provisions of Siemens GTCP.
15. The Supplier guarantees that the goods delivered comply with the qualitative and safety requirements, pursuant to the valid standards. In particular, the Supplier assures that it shall observe any and all technical requirements applicable in the country of manufacture, and also in the

country of destination. Should such requirements differ, standards applicable in the country of destination shall prevail.

16. The Supplier's warranty liability shall commence upon handing the goods over to Siemens and last as long as Siemens' liability towards its client.
17. If a client submits a complaint and Siemens grants it, the Supplier shall deliver, at its own cost, goods free of any defects by the demanded deadline, not later than within the period in which Siemens is liable towards its client, and if Siemens demands a price reduction or contract termination, cover any and all Siemens' losses resulting therefrom.
18. Siemens' obligation to inspect the goods, provided for in Article 563 § 2 of the Civil Code, shall not include any obligation to open collective packaging, and the Supplier shall be liable for defects discovered after such opening as for concealed defects.
19. The Supplier shall inform Siemens of any and all circumstances making the goods delivered dangerous to life or health.
20. Should Siemens terminate the contract, Siemens shall hand over the goods to the Supplier. Place of handing over the goods to the Supplier shall be determined by Siemens (the Supplier's registered office or place indicated in the sale contract). The Supplier shall collect the goods in a place and time indicated by Siemens, but not later than within 7 days from the notification by Siemens. Upon expiry of the deadline for the collection of goods, Siemens may liquidate the goods in the presence of a committee at the Supplier's cost, with no obligation to reimburse the price of the liquidated goods to the Supplier. This shall not affect the right to terminate the contract provided for in the regulations of the Civil Code.

#### Payments

21. Any and all invoices and other correspondence shall include the full name and address of Siemens, purchase order number, name of product or service, and their quantities. Lack of any of the above information on the invoice may result in the invoice being paid with a delay or rejected. Invoices must be issued in two copies. Invoices originating from a different country must be properly signed and include the number of customs tariff.
22. Siemens reserves the right to refuse to accept deliveries in full or in part in case of strikes, lockouts or force majeure.
23. Payment for the goods delivered shall take place upon the reception of goods on the basis of properly issued VAT invoice within a period of more than 90 days from the date of an effective delivery of the invoice.
24. If the payment is effected within 75 days from the reception of a properly issued VAT invoice, Siemens shall be entitled to at least a 0,5% discount on the gross amount of such invoice; if the payment is effected within 60 days, Siemens shall be entitled to at least a 1% discount on the gross amount of such invoice, and if the payment is effected within 45 days, Siemens shall be entitled to at least a 1,5% discount on the gross amount of such invoice.
25. Siemens shall also be entitled to a discount in the event Siemens withholds or deducts claims on account of defects. The payment date shall be calculated from the date of rectifying the defects completely.
26. Payment is not a confirmation that a given delivery or service has been supplied in accordance with the contract.
27. Drawings, sketches, technical and trade information, prototypes and models provided by Siemens to the Supplier must be handled as confidential information, used only for the purposes of carrying out deliveries for Siemens and be returned to Siemens immediately upon its demand.
28. The Parties shall be liable for nonperformance or improper performance of the Sale Contract.
29. The Supplier shall bear full liability for any damages resulting from causes attributable to features or characteristics of the goods, and in particular to improper packaging or marking thereof.
30. Engagement of any third parties as subcontractors may only be effected upon prior written consent of Siemens. Siemens shall retain its right to terminate the contract in full or in part and to pursue claims.
31. In the case of a delay in goods delivery, Siemens may claim from the Supplier the payment of a contractual penalty amounting to 2% of the value of the delayed part of delivery for each day of delay, however, such penalty may not exceed 10% of the value of the delayed part of delivery. Reservation of a contractual penalty shall not exclude Siemens' right to claim compensation exceeding the value of the reserved contractual penalty in line with general provisions.
32. If Siemens delays in payment of the invoice, the Supplier shall have the right to claim statutory interest from Siemens. This shall not apply to a situation where such a delay results from lacks in the invoice, referred to

- in point 21.
33. If the Contract performance results in property and personal copyrights on the part of the Supplier, and if within the performance of this Contract such rights, licenses or rights to a copy are sold to Siemens, the remuneration agreed by the Parties in the Contract shall include the total remuneration on account of such rights, and the Supplier shall assign all property copyrights, on any and all fields of use known by the Parties, in particular those provided for in Article 50 of the Act on Copyright and Related Rights, to Siemens.
34. Assignment of claims resulting from the Contract performance shall be possible only upon prior written consent of Siemens.

**Code of Conduct for Siemens Suppliers, Security of Supply Chain**

35. The Supplier shall observe the law applicable in relevant legal systems. In particular the Supplier may not get involved, whether actively or passively, in any form of corruption, infringement of basic human rights that employees are entitled to, or child labor exploitation. Moreover, the Supplier is responsible for health and safety of its employees, undertakes to act in compliance with the applicable environmental protection regulations and shall make all reasonable efforts to promote the code of conduct principles defined herein among its suppliers.
36. The Supplier shall issue the necessary organizational instructions and apply proper measures, in particular with respect to safety of facilities, packing and transportation process, counterparties, personnel and information, in order to ensure the supply chain safety according to the requirements set forth in relevant and recognized in the world initiatives based on WCOSAFE Framework of Standards, e.g. AEO, CTPAT.
37. The Supplier shall protect goods and services supplied to Siemens or any third parties indicated by Siemens against access by third parties and manipulation. For the purposes of handling such goods and services, the Supplier shall employ only reliable employees and oblige subcontractors, if any, to apply corresponding safety measures.
38. Apart from any other rights and legal measures Siemens is entitled to, Siemens may terminate the contract and/or any purchase order submitted thereunder if the Supplier fails to observe such obligations. However, if the Supplier is able to rectify the contract breach, Siemens' right to terminate the contract shall be subject to the condition of non-rectification of such breach by the Supplier within the additional deadline set by Siemens.
39. The Supplier represents that it is not involved in a dishonest and illegal business undertaking aimed at committing VAT fraud.
40. The Supplier shall select subcontractors with due care, and in particular it shall vet its subcontractors – with diligence expected from a reliable merchant – to ensure that they are not involved in a dishonest and illegal business undertaking aimed at committing VAT fraud.
41. If the representation included in 39 above proves to be untrue or if the obligation included in 40 is not met by the Supplier, and, as a result, Siemens incurs financial damage following the application of joint and several liability regulations to Siemens, as specified in Chapter X a) of the Act on the Tax on Goods and Services of 11 March 2004: "Tax liability of the buyer in special cases" (consolidated text of 2011, Dz.U. No. 177, item 1054, as amended), the Supplier shall reimburse Siemens for the entire amount collected by the competent tax authority from Siemens under the above joint and several liability regulations, including the interest from the date of payment of the amount due to the State Treasury by Siemens.

**Environmental protection, obligation to notify, dangerous goods**

42. If the Supplier delivers products acceptable by law which, however, are subject to statutory restrictions and/or information requirements as regards specific substances (e.g. REACH, RoHS), the Supplier shall notify such substances to BOMcheck online database (<http://www.bomcheck.net>) or in any relevant form determined by Siemens by the date of first delivery of such products at the latest. The above shall apply only to legal regulations governing the registered office of the Supplier or Siemens or delivery address indicated by Siemens.
43. Moreover, the Supplier shall also declare any and all substances listed on the so-called "List of Declarable Substances" valid at the time of performing a delivery as stated above (<https://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list>).
44. If a delivery contains goods that in accordance with international regulations are considered dangerous, the Supplier shall inform Siemens thereof in the form agreed between the Parties, but under no circumstances later than on the date of confirming the purchase order.

45. The Supplier shall be obliged to provide asbestos-free goods and to perform the services without the use of asbestos in any form.
- 42.1. Should the presence of asbestos be found in the delivered goods, the Buyer shall have the right to suspend the payment, and the Supplier shall be obliged to immediately remove or dispose of all asbestos-containing goods. In the event of the Buyer's failure to immediately remove or dispose of asbestos-containing goods, the Buyer shall have the right to renounce the Agreement with immediate effect.
- 42.2. The provisions of item 42.1. above shall apply mutatis mutandis to the provided services.
- 42.3. Any asbestos-containing goods and services provided with the use of asbestos shall be deemed defective.

**Export and international trade data control regulations**

46. Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise Buyer in writing within [weeks/days prior to] of receipt of the order - and in case of any changes without undue delay - of any information and data required by Buyer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); 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 of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).
47. Supplier shall be liable for any expenses and/or damage incurred by Buyer due to any breach of the obligations according to 43, unless Supplier is not responsible for such breach.
48. 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.
49. Any disputes arising between the Parties of the contract shall be resolved in accordance with the Polish law. The Parties shall endeavor to resolve disputes by mutual negotiations. If the Parties fail to reach an amicable resolution, the Parties agree that the court competent for resolving such matters shall be the court with jurisdiction over the registered office of Siemens sp. z o.o., unless the regulations of law unconditionally provide otherwise.
50. Any terms and conditions set by the Supplier that are not in compliance with these Siemens Terms and Conditions of Purchase shall not apply even if they have not been explicitly rejected by Siemens. The acceptance of the subject of the contract may not be construed as an implicit acceptance by Siemens of any other terms of delivery, unless Siemens accepts such other terms of delivery in writing.
51. If any provision of these General Terms of Purchase proves invalid in whole or in part, it shall not affect the validity of the remaining provisions or parts thereof.

**Siemens Sp. z o.o.**