SIEMENS

General conditions for the subcontracting of on-site services

January 2025 Edition

1. Execution of the work

1.1 Execution of the work

The SUBCONTRACTOR (SIEMENS´s direct supplier) declares itself to have its own production organisation as well as the human and material resources (management and production) necessary for the carrying out of the activities subcontracted.

The SUBCONTRACTOR will deploy the personnel necessary for the fulfilment of their duties and the adequate carrying out of the work contracted. The personnel that the SUBCONTRACTOR deploys for the carrying out of said work will be exclusively under their management and control, not being obliged to carry out orders or follow instructions that do not derive from their management structure.

The SUBCONTRACTOR reserves the right to assign the carrying out of the work to personnel under their control in the quantities considered to be appropriate and with the expressly required expertise and training. Similarly, the SUBCONTRACTOR will have the right to replace said employees in the course of the execution of the work, providing that the same does not imply any delay or failure to meet the deadlines or targets established or a reduction in the quality of the services provided. Notwithstanding the above provisions, the replacement of the craftsmen who carry out the work should be by others with identical or higher qualifications so that the work or the service provided do not undergo any changes. This replacement requires validation by SIEMENS, for which the documentation requested in section 10 must be submitted within the stipulated deadlines.

Conversely, the SUBONTRACTOR´s employees contracted whose services are the subject of the present ORDER may not be considered to be employees of SIEMENS, neither *de facto* nor *de jure,* neither in the course of the undertaking of the ORDER nor upon completion, regardless of the grounds or method of termination or annulment of the ORDER, being controlled solely and exclusively by the SUBCONTRACTOR to all intents and purposes, including for the purposes of employment law. Wherefore, in the fulfilment of their duties, they will provide their services pursuant to the instructions issued by the SUBCONTRACTOR.

1.2 Responsibility of the SUBCONTRACTOR regarding the personnel deployed to the carrying out of the work

With regard to the SUBCONTRACTOR´s employees who carry out the work contracted under their guidance and control, the SUBCONTRACTOR will be obliged to meet all fiscal, employment, social security and any other obligations, SIEMENS being entitled to expressly seek from the SUBCONTRACTOR, proof of fulfilment of any of said requirements, the same being required to supply the documents set out in Section 10: the same documents that the SUBCONTRACTOR should submit together with confirmation of the ORDER, within 10 days. In the absence of said documents, SIEMENS reserves the right to cancel the ORDER at no cost and without prejudice to any compensation to which the latter may have a right.

Similarly, THE SUBCONTRACTOR declares that the workers to be deployed in the carrying out of the work are aware of and are trained in theory and in practice regarding the personal and collective fulfilment of the health and safety rules applicable to the work to be undertaken and that any sanctions that may be imposed by the END CLIENT or the employment authorities in this field, will be their exclusive responsibility.

1.3 Subcontracting chain

The SUBCONTRACTOR may resort to external subcontractors only with prior written notice given to SIEMENS at least 10 days before the scheduled start of work. The SUBCONTRACTOR is obliged to ensure that its subcontractors meet all fiscal, employment, social security and any other obligations, individual and collective, related to safe and security in the workplace, SIEMENS being entitled to expressly seek from the SUBCONTRACTOR, proof of fulfilment of any of said requirements, the same being required to supply the documentation requested in Section 10 which applies to the subcontracting chain.

1.4 Coordination of the work

From their respective payrolls, SIEMENS and the SUBCONTRACTOR will each appoint a representative with the aim of their acting as coordinators and points of contact between the parties for all matters or incidents related to the carrying out of the contracted work. Said coordinators should meet on a regular basis with the frequency necessary in practice and, in any case, on completion of the activities or the most significant stages in the Services or the Work. They should study the status of the work and take the relevant decisions pertaining to the same.

Pursuant to the above provisions, any guidance or clarification that SIEMENS may wish to provide for the SUBCONTRACTOR´s employees with regard to the service contracted or vice-versa, should be made directly to the other party´s appointed representative. The SUBCONTRACTOR´s representative should have sufficient authority for the direct exercise of the organisation and management of employees, independently of the SIEMENS organisation and management, and must exclusively allocate personnel to execute the work for SIEMENS, avoiding overlapping and allocating those resources to different projects within the same facilities and workspaces.

1.5 Performance conditions

The work should meet all legal and regulatory provisions related to the same and that are applicable to them at any given time.

The execution of the work ordered in the respective ORDER should be carried out in accordance with the Project and the Site Specifications where these exist and that the SUBCONTRACTOR states that they are aware of and specifically submit themselves to, as well as being in accordance with current legal provisions in Portugal that are legally required to be complied with in the execution of the Work and the Services.

In the execution of the work, the SUBCONTRACTOR accepts all of the obligations deriving from the orders provided by the SITE DEVELOPER or by the END CLIENT to SIEMENS, where the same are issued by the latter.

The SUBCONTRACTOR is not permitted to leave out units in the normal progress of the work: where the same takes place, this will be considered sufficient reason for the withdrawal of the ORDER, SIEMENS then being permitted to show the losses and damage caused by this measure in future invoices, in addition to any legal proceedings to which the same may have recourse.

SIEMENS may execute, using their own means or through those of third parties, the units contracted that the SUBCONTRACTOR fails to execute in the normal course of the work or that have been executed defectively by the same, without their having been made good within the time period set. Any losses incurred will be attributed directly to the SUBCONTRACTOR.

In case of any differences between the PARTIES regarding the manner of carrying out the work contracted or the quality of the materials to be employed in the execution of the same, the SUBCONTRACTOR will accept the criteria established to this end by the SITE DEVELOPER or the END CLIENT and as a consequence, waives any claims for said reasons. The SUBCONTRACTOR agrees not to make any interference relating to the work or the service with the SITE DEVELOPER or the END CLIENT, Site Management or Technical Support on the same without the presence of a representative of SIEMENS. The same may only be made in exceptional circumstances and with previous authorisation in writing.

The SUBCONTRACTOR should execute the work or services ordered in the ORDER in a manner that is not prejudicial to the normal course of any other Work or Services.

Whenever carrying out any of the work covered within the scope of the application of Law 41/2015, of 03 of June, which establishes the legal regime applicable to the exercise of construction activities and in cases where services have been subcontracted, the SUBCONTRACTOR is obliged to comply with and ensure the compliance of any of their own subcontractors with the limits and duties specified by said law and any other further regulations that may be applicable to the health and safety at work conditions on temporary or mobile sites.

1.6 Work plan and deadlines for execution

The execution of the work should comply with the Work Plan drafted by SIEMENS for the purpose and agreed with the SUBCONTRACTOR. The carrying out of the work included in the ORDER should take place according to the deadlines set out in the same. Any delays due to the delivery of materials, plans and other elements, the provision of which are the sole and direct responsibility of SIEMENS, will not be attributed to the SUBCONTRACTOR, providing that it is sufficiently shown that the SUBCONTRACTOR, notwithstanding the above, was unable to carry out other activities in addition to those which were pending. Notwithstanding the above and where such takes place, the SUBCONTRACTOR should take the initiative of adapting the resources necessary to make up for any delay.

Where it is considered to be necessary, within the Work Plan, SIEMENS may set partial deadlines for the execution of the work referred to above.

1.7 Acceptance of the work

On the correct completion of the services that are the subject of the ORDER, in accordance with the requirements of the END CLIENT or SIEMENS, the Provisional Acceptance of the Services carried out will take place by means of a document drafted in duplicate that should be signed by both SIEMENS and the SUBCONTRACTOR. The respective guarantee period provided for in clause 4.7 to the present document will begin following the signing of the Provisional Acceptance Document. Where the services are not suitable for acceptance, a document will be drafted in duplicate that sets out the defects found, the services and obligations that the SUBCONTRACTOR should meet to remedy said defects being clearly and accurately specified. A deadline for the correcting of said defects will be set, at the end of which a further verification of the services provided will be carried out in identical conditions with a view to the undertaking of the Provisional Acceptance by means of the respective Provisional Acceptance Document, providing that all of the defects have been cured, failing which as many verifications as may be necessary should be carried out until, with the defects cured and the services operating correctly, the Provisional Acceptance Document can be signed.

The Final Acceptance of the Services will be made once the Parties have signed the Completion Document for the Warranty for the Services that are the subject of the ORDER. Said Document will be signed providing that and whenever the following conditions are met: the SUBCONTRACTOR has carried out the repairs and any other element covered by the warranty and all complaints made up to said date connected with matters that are subject to warranty have been satisfactorily dealt with. Where it is unnecessary to set a deadline for the curing of the defects indicated, the SUBCONTRACTOR will not be entitled to any sum for the extension of the warranty period and will continue to be liable during said extension to the warranty period within the terms provided for in the Provisional Acceptance clause.

2. Health and Safety at Work (HSST) obligations

The SUBCONTRACTOR agrees to comply in full with the requirements set out in the legislation in force at all times for Health and Safety at Work (HSST) obligations within the scope of the services requested in the ORDER.

Prior to starting work and in the course of the execution of their activities, the SUBCONTRACTOR should keep the documents indicated in Appendix A and which should be forwarded to the corresponding Department up to date, complying with the frequency set out regarding the updating of documents.

Similarly, the payment of wages to the personnel employed for carrying out the services contracted should be evidenced. The respective documents should be regularly updated in the course of the provision of the service or the execution of the work contracted.

SIEMENS may at any time seek from the SUBCONTRACTOR, the submission of the documents confirming fulfilment of the obligations set out above as specified in Section 10 - DOCUMENTS TO BE PROVIDED BY THE SUBCONTRACTOR: SIEMENS will have the right to withhold payments due so long as the SUBCONTRACTOR fails to fulfil this agreement and/or unilaterally terminate the ORDER, the SUBCONTRACTOR having no right to compensation.

Where the services ordered are intended for any site or work that falls within the limits and obligations set out in Law 41/2015, of 3 of June, and the respective regulations and where there are subcontracted services, the SUBCONTRACTOR is obliged – along with any potential subcontractors – to comply with the requirements of said law. The SUBCONTRACTOR, along with any subcontractors, should provide evidence of their registration on the IMPIC and constantly monitor compliance with the subcontracting regulations.

In the course of the carrying out of the hazardous activities and tasks carried out by the SUBCONTRACTOR, the same should take the necessary preventive measures, as well as provide the training and adequate resources on the basis of the initial or subsequent risk assessment.

The SUBCONTRACTOR should inform the person responsible for health and safety at work at SIEMENS of any of the following incidents/accidents occurring in the course of the execution of the work, concerning both their own employees as well as those of any subcontractors:

- Fatal accidents
- Serious accidents (fractures, amputations, etc.)
- Minor accidents
- Accidents that require any type of medical attention, including first aid

Likewise, any incident/accident that does not involve personal injury that may take place in the course of the execution of the work should be reported using the same means. The deadline for the reporting of such incidents/accidents is within 24 hours of their taking place.

With every action, upon completion of the works that are the subject of the present ORDER and upon completion of the same, the SUBCONTRACTOR should leave the premises or installations where the services have been provided, free of any materials, packaging, waste, etc.

2.1 Audits, inspections and visits

In the course of the execution of the activities that are the subject of the present ORDER, audits, inspections and visits may be carried out with a view to assessing compliance with health and safety at work legislation, along with the provisions of the Health and Safety Plan or the Risk Assessments for the activities contracted.

3. SUBCONTRACTOR´s personnel and equipment

The personnel and the equipment employed by the SUBCONTRACTOR on each task should be those that are appropriate in terms of quantity and quality for the work to be carried out and should comply in full with the legislation, the regulations and the instructions applicable to said installations.

The SUBCONTRACTOR should provide all the necessary equipment for the employees nominated for the carrying out of the services, including, but not limited to the following:

- Appropriate work clothes
- Personal Protective Equipment (PPE) necessary for the correct fulfilment of the health and safety regulations
- Tools and equipment necessary and suitable for carrying out the work.

The SUBCONTRACTOR´s personnel, whether employed directly or those of subcontractors, employed on the services contracted, should be registered with social security; the SUBCONTRACTOR should always have information available relating to the payment of wages and legally obligatory contributions.

The SUBCONTRACTOR´s coordinator should issue direct orders to employees, being responsible for complying and ensuring that others comply with all regulations for the prevention of occupational risks that affect the personnel under their control.

The SUBCONTRACTOR should adopt all the measures necessary to ensure that no unauthorised persons have access to the installations where the work is being carried out without the express permission of SIEMENS.

All work clothing and equipment and personal protection equipment that the SUBCONTRACTOR´s personnel use in carrying out the work, should bear the logo of the same and should be replaced with the necessary frequency for them to be in the best conditions for use at all times.

4. Penalties

Where, in the course of the execution, the SUBCONTRACTOR ceases to make the supply, work and/or service contracted, the same will be expressly obliged to pay compensation in the amount of the new price that SIEMENS will have to pay for completion of the supply, work and/or service, plus the amount of the penalty agreed for failure to meet a deadline or level of quality, where the same is due.

Failure to comply with Health and Safety at Work and/or Environmental regulations, may result in SIEMENS penalising the SUBCONTRACTOR for non-compliance with HSST and/or Environmental regulations. Any failure to comply will be promptly reported to the SUBCONTRACTOR by SIEMENS.

Where the CLIENT on behalf of which SIEMENS is carrying out work applies penalties that are greater than those established in the present clause following a breach of safety standards attributable to the SUBCONTRACTOR or their subcontractors, the same will be transferred to and assumed by the SUBCONTRACTOR.

5. Suspension of activities

The SUBCONTRACTOR will be liable for any costs deriving from any suspension on the work under execution by order of the SIEMENS Safety and/or Environmental Coordinator due to any failure by the same and/or their subcontractors to apply the Health and Safety Plan or the Environmental Management Plan or the working procedures provided.

SIEMENS reserves the right not to permit the access of a specific employee of the SUBCONTRACTOR for a specific period of time or on a permanent basis, where the same breaches any Health and Safety at Work or Environmental regulation (intentionally or negligently), independently of any other sanctions that may be imposed.

Failure to meet deadlines.

Where SIEMENS is penalised by the CLIENT for failure to meet deadlines the cause of which is shown to be due to suspension of work or similar reasons deriving from the failure to comply with Health and Safety at Work or Environmental standards on the part of the SUBCONTRACTOR, such penalties will be applied directly to the SUBCONTRACTOR.

The amount of the penalties may be deducted directly from invoices/certifications or any other sums owed to the SUBCONTRACTOR, the payment of which is pending.

The penalties indicated are understood to be imposed without prejudice to other rights or action that SIEMENS may exercise. The imposition of penalties does not prevent SIEMENS from demanding fulfilment of contractual obligations on the part of the SUBCONTRACTOR, nor compensation for any damage or losses to which SIEMENS may be entitled following any breach by the SUBCONTRACTOR.

4. Environmental obligations

Awareness of and fulfilment of environmental laws and standards

In the course of the execution of the activities that are the subject of the ORDER, the SUBCONTRACTOR is obliged to be aware of and comply with existing municipal, regional, national and community environmental provisions, together with the environmental standards established by SIEMENS.

SIEMENS will not permit access to the premises by employees who do not have the necessary training in environmental matters.

The machinery and vehicles used by the SUBCONTRACTOR should have all of the corresponding legally required licences and servicing, in addition to their having been subjected to a technical inspection where applicable.

Ownership of waste

To all intents and purposes provided for in current law and the provisions in force regarding waste, the SUBCONTRACTOR assumes liability for the management of all waste generated as a result of the activities that are the subject of the present ORDER, unless there exists a specific agreement between both parties that governs the liability for the management of the same.

Waste management

The SUBCONTRACTOR will be liable for the management of the waste from the zone where the work is undertaken and that derives from the execution of the present ORDER by means of a duly authorised management company that is a specialist in the field at no cost to SIEMENS, agreeing to provide to SIEMENS, on a monthly basis, a copy of the records regarding said waste management. To the extent where this may be technically and economically viable, the SUBCONTRACTOR should minimise the generation of waste in the course of carrying out their activities that are the subject of the present ORDER. In the course of carrying out the activities that generate unavoidable waste, the same should be separated by type and placed in the corresponding containers that are identified by the respective EWL (European waste listing) code in order to ensure their correct disposal. The waste disposal documents (e-GAR) will be made available by SIEMENS following each collection operation.

Hazardous waste

At their own expense and by means of an authorised hazardous waste disposal manager in the zone where the work is carried out, the SUBCONTRACTOR will be responsible for the removal and disposal of waste materials that are considered to be hazardous, pursuant to the legislation current at the time of generation, SIEMENS being empowered at any time to seek documentary proof of said disposal to the hazardous waste management company in question up to the legally established limit of 5 years, regardless of whether the present ORDER may have expired or been cancelled by either party.

The SUBCONTRACTOR should comply with all requirements established in the legislation in force relating to the management of waste, including registration as a waste generator where applicable.

Demolition and building waste

Where demolition or building waste is generated within the scope of the work contracted, the SUBCONTRACTOR should draft a Demolition and Building Waste Plan, pursuant to the legislation in force and in accordance with the Demolition and Building Waste Management Study provided by the PROMOTER and, in cases where the same is required by Siemens S.A. The SUBCONTRACTOR should hold a certificate accrediting their appropriate management of demolition and building waste, issued by an authorised waste management or recycling (landfill, transfer centre, etc.) operator.

Use of chemical products

When SUBCONTRACTORS need to use chemical products, they must provide the safety data sheet (SDS), written in Portuguese, concerning the products used. The required format and content of an SDS are defined in Annex II of the REACH regulation. SDSs must be submitted in accordance with the deadlines set out in Annex A. Chemical products used on site must be stored in suitable containers and duly labelled in Portuguese and in accordance with the criteria of the CLP Regulation (Regulation (EC) No 1272/2008).

Spillage of hazardous substances

Pursuant to the legislation in force, spillage into the public water supply is prohibited. Therefore, it should be ensured that chemical substances are duly packaged in sealed containers above a retention bin where applicable. The SUBCONTRACTOR should also take all prevention measures necessary to prevent any spillage of hazardous substances reaching said water supply.

Where, in the course of the carrying out of the activities that are the subject of the present contract, the SUBCONTRACTOR causes a spillage of hazardous substances on the ground, the same will be obliged to remove the substance and clean up the affected area, employing accredited specialist personnel and assuming the entirety of the costs incurred. The SUBCONTRACTOR should also ensure the complete restoration of the affected land.

The SUBCONTRACTOR is similarly required to duly confirm the taking of the measures to SIEMENS.

Audits, inspections and visits by SIEMENS

In the course of the carrying out of the activities that are the subject of the present ORDER, SIEMENS may undertake audits, inspections and visits to evaluate the environmental practises carried out, the SUBCONTRACTOR being required to make all means available for carrying them out. Said visits do not exempt the SUBCONTRACTOR of any of their responsibilities in cases of environmental malpractice. SIEMENS is entitled to withhold payments pending where the SUBCONTRACTOR fails to fulfil this commitment and/or to unilaterally terminate the agreement for the provision of services, the SUBCONTRACTOR having no right to compensation as a result.

5. Quality clauses

The SUPPLIER is responsible for the quality of the services and the supplies provided to SIEMENS, regardless of whether they were manufactured in-house, by a third party or by a subcontractor.

Where applicable, the SUBCONTRACTOR should submit their Quality Plan for approval by the SIEMENS Project Manager; where such plan does not exist or has been rejected by SIEMENS, the Quality Plan approved for the Work or the service should be complied with.

The SUBCONTRACTOR agrees to comply at all times with the specifications of the Quality Plan in force, those of the Technical Specification and those resulting from the orders from Site Management.

The SUBCONTRACTOR should submit the documents required at every ORDER as well as in the Quality Plan and will submit samples when required by SIEMENS for all materials that are to be used.

SIEMENS may return those materials that do not comply with the quality standards specified in the technical documents and in the ORDER itself. Said rejected elements will be returned to the SUBCONTRACTOR for revision and repair at their own expense before being submitted again to SIEMENS.

6. Liability and right of recourse

The SUBCONTRACTOR will be liable for any damage or losses that may be caused to SIEMENS or their clients or third parties, deriving from the non-fulfilment or defective fulfilment of the duties included in the present DOCUMENT, under the terms of Article 798 and those following of the Civil Code, as well as any negligent or deliberate conduct on the part of the SUBCONTRACTOR or their employees or that is attributable to the provision of their services.

Similarly, the SUBCONTRACTOR agrees to exempt SIEMENS or any company in the Group from any type of liability that may derive from their relationship with the employees involved in the provision of the service, whether said liability is compensatory, subrogatory, salary-related or of any other type.

On the basis of the above, where in a situation involving social rights relating to the personnel of the SUBCONTRACTOR, any type of liability is attributed to SIEMENS or any of the companies in the Group, whether directly, jointly or subsidiarily, the former acknowledges the right of SIEMENS to transfer the sums that it may be required to pay to meet said liabilities to itself in the following terms:

- The right of transfer will cover all sums that SIEMENS owes to the SUBCONTRACTOR´s employees following a legal or

administrative resolution, such as wages, social security, compensation, Employment Department inspections, overcharges for services and any others of a similar nature;

- The sums paid by SIEMENS as compensation for dismissals in case of the legal declaration of the existence of the illegal seconding of employees, should the same opt to join the personnel of SIEMENS and SIEMENS chooses to terminate said employment contracts;
- The right of transfer will likewise cover the expenses incurred by SIEMENS following litigation or judicial or extrajudicial proceedings related with the personnel deployed for the service contracted, including expenses for lawyers´ fees, barristers´ fees, appeal costs, etc.

6.1 Insurance

The SUBCONTRACTOR should take out Public Liability insurance with a minimum cover that covers the public liability that may be legally applicable to the carrying out of the activities carried on or any other minimum cover limit that is imposed by client requirements.

The SUBCONTRACTOR should exempt SIEMENS from any liability which may be claimed by the END CLIENT or a third party and against all claims, costs and expenses incurred by the SUBCONTRACTOR following any failure to fulfil the ORDER stipulations by the SUBCONTRACTOR.

SIEMENS reserves the right to take action against the SUBCONTRACTOR in case of damages and/or administrative sanctions incurred by the same or by third parties, caused by the personnel of the latter in the course of the carrying out of the work or services.

The SUBCONTRACTOR will exempt SIEMENS from liability for claims by third parties that are a consequence of the execution of the work or services that do not comply with the terms of the ORDER, as well as personnel employed in the carrying out of the Work, that are based on the relations deriving from the ORDER as well as from any sanction for failure to meet any of the obligations expressly or implicitly assumed on the basis of the same or that are legally applicable. Similarly, the SUBCONTRACTOR will be liable for any damage or loss that may be caused to SIEMENS or the personnel of the same in the course of the performance of the obligations that are the subject of the ORDER or resulting therefrom.

The SUBCONTRACTOR must prove that the workers are covered by Workmen's Compensation insurance (either fixed or variable coverage).

SIEMENS may also require the SUBCONTRACTOR to take out other insurance if the END CLIENT so requires.

7. Confidentiality

The SUBCONTRACTOR should consider the present document and all of those that are related with the service as confidential information and may not disclose, supply, distribute or publish information regarding the same; likewise, said information may not be used for their own ends.

The SUBCONTRACTOR should maintain this confidentiality until the completion of the present service provision and then, following its completion, for a further period of five years. On completion of the ORDER, the SUBCONTRACTOR should provide SIEMENS with all of the information that has been received, including but not limited to, plans, diagrams, sketches, drawings, calculations, technical specifications, lists of materials, service plans, photographs, videos, development of ideas, concepts, knowledge or techniques or any other documents that contain confidential information.

The SUBCONTRACTOR also agrees to correctly use the corporate image of SIEMENS.

8. Termination of the ORDER

The ORDER may be terminated at the request of either of the parties for reasons that are legally provided for. It is expressly established that the ORDER will be terminated for any of the following reasons:

- Liquidation, embargo or any state of insolvency of the parties that places at risk or renders the execution of the ORDER unviable;
- By mutual agreement between the parties.

In either case, termination will be automatic at the effective date respectively and will not produce any rights to compensation in favour of the SUBCONTRACTOR and nor will it be retrospective.

Serious non-fulfilment by either party of the obligations deriving from the conditions of the present DOCUMENT or the conditions contained in the ORDER will entitle the other party to opt between seeking termination or demanding its fulfilment, in either case being able to demand compensation for the damage and losses that may have been incurred.

Without prejudice to the provisions of the previous number, the SUBCONTRACTOR may seek the termination of the ORDER due to serious and repeated failure to fulfil the payment obligations on the part of SIEMENS.

SIEMENS may seek termination of the ORDER for the following specific reasons:

- Misrepresentation, incomplete submission or non-submission of the documents provided for in the present DOCUMENT, in particular those referred to in clause 10; Documents to be provided by the SUBCONTRACTOR, as well as the failure to report any amendments that may be made to their content in the course of the execution of the same;

- Refusal or opposition to the contractual powers of control and supervision granted to SIEMENS;
- Abandonment of the work or services contracted by the SUBCONTRACTOR for more than 2 working days without just cause;
- Due to the transfer, granting or disposal by the SUBCONTRACTOR of all or part of their contractual obligations, including the subcontracting of all or part of the work or services without the prior written authorisation of SIEMENS;
- Serious non-fulfilment of the duty of confidentiality in the terms set out in the present DOCUMENT;
- For reasons of force majeure that permanently or for a period greater than three months, prevent the carrying out of all of or of the most important services;
- The serious non-fulfilment any other obligations stipulated in the present DOCUMENT;
- Failure to meet the execution deadlines established in the Work Plan, regardless of the provisions of clause 4.6 Penalties, as well as the lack of sufficient personnel, equipment and/or repeated absence of the resources used in the carrying out of the work or services contracted which, pursuant to the criteria of SIEMENS, indicate that the deadlines assumed will not be met;
- The occurrence of three or more serious non-fulfilments on the part of the SUBCONTRACTOR of Health and Safety at Work obligations in the present ORDER and its appendices.

Where the termination is caused by the SUBCONTRACTOR, SIEMENS may withhold the sums pending until there is a final settlement established, which does not exempt the same from their responsibilities towards the SUBCONTRACTOR regarding the work that has been carried out up to the moment of termination.

The parties expressly agree that, whether or not the ORDER is terminated, to exclude loss of profits, the loss of information and/or data as justification for claims for damages.

SIEMENS for any reason may opt for an early termination of the ORDER by sending a letter by recorded delivery or by any other reliable means to the SUBCONTRACTOR with 30 days' notice of the proposed date for the termination of the ORDER. In this instance, the SUBCONTRACTOR will only be entitled to payment for the services provided up to the termination date.

9. Documents to be provided by the subcontractor

Before starting work, the SUBCONTRACTOR should provide the documents specified in the DOCUMENT LIST attached as Appendix A and with the frequency specified in the same for each document.

10. Corporate accountability in the supply chain

1. The SUBCONTRACTOR should comply with the principles and the requirements of the "Siemens Suppliers´ Code of Conduct" per the document made available on the website https://www.siemens.pt/compras (hereinafter referred to as "Code of Conduct").
2. Should SIEMENS request it, the SUBCONTRACTOR should provide SIEMENS, not more than once every year (according to their criteria), with

(i) a written self-assessment in the format made available by SIEMENS or (ii) a written report approved by SIEMENS setting out the actions taken or to be taken to ensure fulfilment of the Code of Conduct.

3. SIEMENS, its authorised agents or representatives and/or third parties authorised by the same and duly accredited for the SUBCONTRACTOR, will be empowered (but not obliged) to carry out (including at the premises of the subcontractor) inspections with a view to verifying compliance with the Code of Conduct on the part of the supplier.

The inspections may only be carried out with prior notice issued by SIEMENS, during normal working hours, pursuant to the applicable data protection laws and should in no way interfere unreasonably in the commercial activities of the supplier, nor breach any confidentiality agreement that the latter may have signed with third parties. The SUBCONTRACTOR should cooperate reasonably with the inspections carried out and will assume the expenses proper to said inspection, while SIEMENS will be liable for its own expenses.

4. In addition to any other legal provision and measure available to SIEMENS, in case of (i) a material failure or repeated non-compliance with the Code of Conduct on the part of the SUBCONTRACTOR, or (ii) refusal to acknowledge the right of SIEMENS to carry out the inspection referred to in the third paragraph of the present article, the SUBCONTRACTOR having been notified and given a fair opportunity to change their conduct, SIEMENS may terminate the present ORDER and/or any purchase order subsequently issued without incurring any liability towards the SUBCONTRACTOR.

Material non-compliance includes incidents relating to the employment of minors, bribery and corruption, non-fulfilment of the environmental protection requirements included in the Code of Conduct. The notification and the opportunity to remedy the non-compliance will not be applicable to breaches of the requirements and principles relating to the employment of minors as is set out in the Code of Conduct or to intentional failure to fulfil the environmental protection requirements.

12. General conditions

Any of the conditions that are not covered by the present document will be governed by the SIEMENS S. A. General terms and conditions of purchase, pursuant to the document made available on the website https://www.siemens.pt/compras.

SIEMENS

13. APPENDICES

13.1 Appendix A. LIST OF HEALTH AND SAFETY AT WORK DOCUMENTS

Appendix A. List of Health and Safety at Work documents

1. Company (SUBCONTRACTOR) and subcontractors

Document	Frequency
NIF (Fiscal ID No.), Licence, Contact details: telephone/mobile, address and general e-mail address	10 days after order
Accidents at work insurance policy (particular and general conditions)	10 days after order
Public liability insurance policy (particular and general conditions)	10 days after order
Receipts for payment of insurance premiums confirming effective payment and validity of the same	10 days after order and anytime they expire during the duration of the service
Declaration of the absence of debts to the Tax Authority and Social Security	10 days after order and anytime they expire during the duration of the service
Report to Social Security of schedule of holidays for employees deployed to the provision of service and the respective payment of TSU (integrated S.S. Contribution)	10 days before the start of the service provision and on a monthly basis during the service
Working hours applicable to the provision of the service	10 days before the start of the service provision
Description of activities and applicable risk assessment	10 days before the start of the service provision
List of subcontractors and scope of activities	10 days after order and anytime changes need to be made on site

2. Company employees and subcontractors

Document	Frequency
Personal information as required per Decree-Law 273/2003	10 days before the start of the service provision
Certificate of medical fitness	10 days before the start of the service provision and anytime they expire during the duration of the service
Distribution list for Personal Protection Equipment	10 days before the start of the service provision and anytime they expire during the duration of the service
Basic safety training	10 days before the start of the service provision and anytime they expire during the duration of the service
Record of safety training according to the type of activities and requirements of the end client	10 days before the start of the service provision and anytime they expire during the duration of the service

3. Machinery and equipment

Document	Frequency
List of equipment showing the most recent date of servicing	10 days before the start of the service provision
Instruction manual for the equipment in Portuguese	10 days before the start of the service provision
Maintenance plan and record of most recent servicing carried out pursuant to Decree-Law 50/2005	10 days before the start of the service provision and anytime they expire during the duration of the service
EU Declaration of conformity	10 days before the start of the service provision
Certificate of acoustic compliance for the equipment covered by Decree-Law 221/2006	10 days before the start of the service provision
Public liability insurance (CASCO) and respective proof of payment where applicable	10 days before the start of the service provision and anytime they expire during the duration of the service

4. Chemical substances

Document	Frequency
Safety information in Portuguese pursuant to REACH regulation	10 days before the start of the service provision