

1. Application

1.1. These general contract terms and conditions ("General Delivery Terms") shall apply, when Siemens Osakeyhtiö, Siemens Osakeyhtiö acting via its Estonian, Latvian or Lithuanian branch or other Siemens company (hereinafter "Seller") which has included these General Delivery Terms in an offer, order confirmation or contract, delivers goods or services to Buyer. These General Delivery Terms shall be applied as the commercial custom between the Parties also to all future orders by Buyer, unless the Parties separately agree to the contrary in writing in relation to a particular order or contract.

1.2. "Contract" shall mean either a contractual document signed by Seller and Buyer specifying the terms and conditions of the Delivery, or, should such contractual document not exist, Seller's accepted offer or Buyer's order, which Seller has accepted either by a separate order confirmation or by delivering the ordered goods or services to Buyer.

1.3. "Delivery" shall mean everything that Seller shall deliver to Buyer under the Contract.

1.4. "Party" / "Parties" shall mean Seller or Buyer, or Seller and Buyer respectively.

2. Order, documentation and Buyer's obligation to collaborate

2.1. Any order shall specify the goods and services ordered by using the product identification number given in Seller's product catalogue, price list or offer, when applicable.

2.2. Seller shall only be liable for such information concerning Delivery properties, which Seller has given in the Contract. Information contained in Seller's product catalogues, price lists and other marketing material shall oblige Seller only in case an explicit reference has been made to the same in the Contract.

2.3. The Delivery shall include Seller's normal documentation in the language of the country of the execution of the Contract (i.e. Finnish, Estonian, Latvian or Lithuanian) or German or English.

2.4. Buyer shall be liable for the correctness and sufficiency of the information given by Buyer, if such information has an effect on the Delivery or qualities of the Delivery. Buyer shall without delay inform Seller of such changes in circumstances, which have an effect on the fulfilment of the Contract.

3. Prices

3.1. All prices specified in the Contract shall, if not otherwise expressly agreed in writing, be in Euro-currency and shall not include value added tax (VAT). VAT and any and all other taxes, duties and official charges levied by authorities shall be invoiced from Buyer according to the legislation in force at the time of invoicing.

3.2. The carriage costs, including without limitation loading and unloading cargo, and costs incurred due to carriage insurance are not included in the prices. Seller shall invoice these costs separately from Buyer as well as extra invoicing costs mentioned in the price list.

3.3. In the product sales of Seller's divisions *i) Building Technologies, ii) Digital Factory and iii) Process Industries and Drives*, Seller has also the right to invoice the following charges:

- handling charge 25 Euros per each order;
- incurred express costs, however, minimum of 55 Euros, if it has been agreed that the Delivery is to be performed as a special delivery; and
- small order charge 25 Euros per each order below 300 Euros.

4. Payment terms

4.1. The payment term shall be fourteen (14) days net from the date of the invoice. Seller has the right to invoice the Delivery at the latest by the time, when the risk of damage and loss has according to the delivery term been transferred to Buyer.

4.2. Buyer shall be liable to pay interest to any delayed payment at the interest rate according to Seller's current practice, however, no less than ten (10) percent per annum.

4.3. If a payment is delayed or Buyer is in breach any of its other material obligations under the Contract, Seller shall have the right to cease the fulfilment of Seller's obligations under the Contract, of which Seller shall inform Buyer without delay.

4.4. Buyer agrees, at its own expense and prior to the actual delivery and in case Seller so requests, to give Delivery securities accepted by Seller for the payment of Seller's receivables. If it becomes apparent during the delivery that the securities given by Buyer are not sufficient to fully cover Seller's receivables, Buyer shall, at its own expense, give Seller at Seller's request additional securities accepted by Seller.

5. Delivery term and retention of title

5.1. The delivery term shall be DAP (Delivered At Place), Incoterms 2010. The beneficiary of the carriage insurance shall be Seller.

5.2. The title to the goods shall remain with Seller, until the Delivery has been paid in full.

6. Inspection of delivery damages

6.1. Buyer shall inspect the Delivery and any part thereof when Buyer receives it and make any claims concerning the damages and losses in the Delivery or a part thereof in writing. Such claim for visible damages or losses need to be done on immediate basis and in case the loss or damage is not visible at latest within four (4) days of the Delivery or partial the Delivery.

7. Delay

7.1. The Delivery is deemed to have taken place, when the risk of loss of and damage has, according to the delivery term, been transferred to Buyer.

7.2. If the Delivery is delayed due to a reason solely attributable to Seller, Seller shall be liable for direct damages caused by the delay to Buyer up to the amount of zero point five percent (0,5 %) of the price of the delayed part of the Delivery, exclusive of VAT, per each full week of delay, however, not exceeding seven and half percent (7,5 %) of the price of the delayed part of the Delivery, exclusive of VAT.

7.3. If Buyer is due to the delay of the Delivery entitled to claim the maximum amount of damages specified in Clause 7.2. and Seller has not been able to rectify the delay within thirty (30) days after maximum amount of damages is reached and the delay causes Buyer substantial harm, Buyer shall have the right to cancel the Contract to the extent, that Buyer cannot use the Delivery for the intended purpose. If the Contract is cancelled due to the delay, Seller shall be liable, in addition to what has been stated in Clause 7.2., for direct damages incurred by Buyer due to the cancellation up to an amount not exceeding seven and half percent (7,5 %) of the price of the cancelled Contract, exclusive of VAT.

7.4. Buyer shall make any and all claims based on the delay of the Delivery to Seller in writing within one (1) month of the Delivery but in no case later than six (6) months from the originally agreed delivery date. If Buyer does not present its claim based on the delay of the Delivery to Seller within the aforementioned time periods, Buyer shall forfeit its right to claim compensation from Seller due to the delay of the Delivery.

7.5. If the delay of the Delivery is caused by a reason attributable to Buyer, Buyer shall bear additional costs arising therefrom and Seller shall have the right to invoice the Delivery on the date the Delivery was scheduled to take place according to the Contract and shall be allowed to time extension corresponding to the consequences of the delay.

7.6. Buyer's right to claim damages and other remedies based on Seller's delay are exclusively agreed in this Clause 7.

8. Warranty

Equipment Warranty

8.1. Seller gives to the design, material and workmanship in the technical equipment (such as goods, machinery, apparatus, articles, instruments, tools, systems and equipment of all kinds to be supplied by Seller under the Contract, hereinafter the "Equipment") included in the Delivery a twelve (12) month warranty. Equipment warranty does not cover such software, which may be required to operate the Equipment, such as operating system or other user interface software.

8.2. The warranty period for the Equipment commences, when the Equipment, or a part thereof, has according to the delivery term been delivered to Buyer. If the Equipment has not been available to use during the warranty period due to a failure in the Equipment or elsewhere in the Delivery attributable to Seller, the warranty period for the defected Equipment shall be extended accordingly. However, the warranty period shall always expire, at the latest, when eighteen (18) months have passed from the original delivery of the Equipment to Buyer.

8.3. Warranty covers the repairing or, at Seller's option, replacing of faulty parts or products in the Equipment with new or equivalent parts or products. The spare parts will be delivered on the delivery term DAP, Incoterms 2010, to the place of delivery specified in the Contract.

Non-Custom Software Warranty

8.4. Non-Custom Software Warranty covers software manufactured by Seller (or its group companies) for purposes other than to be included as part of the Equipment itself ("Non-Custom Software").

8.5. Seller gives the Non-Custom Software a three (3) month software warranty. The warranty period commences when the Non-Custom Software has been delivered to Buyer in accordance with the delivery term. If the Non-Custom Software has not been available for use during the warranty period due to a failure in the Equipment or elsewhere in the Delivery attributable to Seller, the warranty period for the defected Non-Custom Software shall be extended accordingly. However, the warranty period shall always expire, at the latest, when twelve (12) months have passed from the original delivery of the Non-Custom Software to Buyer.

8.6. Non-Custom Software Warranty covers the repairing of such programming failures, due to which the Non-Custom Software does not essentially function in accordance with the software description or the software manual in the environment verified by Seller, without costs. Seller rectifies the failure either by delivering to Buyer new software or at Seller's option, by software update or by giving Buyer instructions on how to eliminate or circumvent the failure.

Third Party Software

8.7. Seller does not give any warranty for third party software (meaning herein software manufactured by other parties than Seller and its group companies) and Seller shall not be liable for any damages possibly caused by failures in third party software. With respect to third party software, Buyer shall only have those rights, which have been specified in the software licensing terms, against the software manufacturer.

Warranty for Works

8.8. The warranty for work covers the planning programming, configuring, installation, service, maintenance, product support, consulting, training and other similar work when it is agreed that Seller carries such works ("Works").

8.9. The warranty for Works does not cover such designing, manufacturing or other similar work, which results in Seller's delivery falling under the Equipment Warranty set forth in

Clauses 8.1.–8.3. or Non-Custom Software Warranty in Clauses 8.4.–8.6. above, unless the Parties have agreed on separate acceptance inspections in relation to the Works. If the end result of the Works has been agreed to be received in separate acceptance inspection, the failures, if any, in the end result of such work shall be governed by the Warranty for Works covered in these Clauses 8.8.–8.12.

8.10. Seller gives the Works a warranty of three (3) months beginning when the end-result has been delivered to Buyer in accordance with the delivery term. If the Delivery is divided into phases and the Parties have agreed, that the quality review shall be performed in relation to each phase, the warranty period for the Works included in a phase shall commence when Seller has given Buyer a written notice confirming that the Works included in a phase is ready for the quality review. If the end-result of the Works has not been available to use during the warranty period due to a failure in the Works or elsewhere in the Delivery attributable to Seller, the warranty period for the Works shall be extended accordingly. However, the warranty period shall always expire, at the latest, when twelve (12) months have passed from the delivery of the end-result of the Works to Buyer.

8.11. The Warranty for Works covers and is limited to the repairing of such failures in the end result of the Works, which have been explicitly guaranteed in the Contract, without costs.

8.12. If the costs of the repair in accordance with Clause 8.11. would be unreasonable to Seller compared with the harm caused by the failure to Buyer's business, Seller shall, instead of repairing the failure, be entitled to give Buyer a reasonable reduction of the price of Works containing the failure. The price reduction shall be proportionate to the negative effects of the failure to the utilization of Works in question.

General conditions on all Sellers' warranties

The following terms and conditions shall apply to all warranties given under this Clause 8:

8.13. Buyer shall, on a request by Seller, deliver the faulty part or product, at Seller's option, either to Seller's premises or to Seller's authorised repair shop. Seller shall also always be entitled to use sub suppliers for warranty repairs.

8.14. If the dismantling or reinstallation of the faulty part requires special expertise, Seller has the option to perform the replacement of the faulty part. If special expertise is not required, Seller fulfils its obligations by delivering to Buyer a new or repaired part.

8.15. Buyer shall be liable for the costs incurred in returning and delivering faulty parts for repairs and Seller shall be liable for the costs incurred in delivering the repaired and new parts to Buyer. Buyer undertakes to follow shipping instructions given by Seller and, if none have been given, to inquire any possible instructions prior to sending the faulty part to Seller.

8.16. Buyer shall be liable for such additional costs, which are incurred due to the Delivery being elsewhere than at the agreed place of delivery.

8.17. If a repair covered by the warranty is, on a request of Buyer, performed outside Seller's repair workshop, all expenses not covered by the warranty, such as travelling and waiting time, daily allowances, travelling expenses and costs incurred in dismantling and reinstallation, shall be invoiced according to the price list for maintenance and repair services.

8.18. Parts replaced or rejected for warranty reasons are Seller's property and Buyer shall return them to Seller within two (2) weeks of the delivery of the new or repaired part.

8.19. If the performance of the warranty repair requires works directed at equipment other than the Equipment / other objects than the end-result of the Works, Seller shall not be liable for such additional work and other costs and Seller has the right to invoice such costs from Buyer.

8.20. Warranty shall not cover defects caused by use or maintenance or repair which is faulty or against operation or service manuals, changes to the Delivery made without Seller's written

consent or by normal wear and tear. The given warranties are also conditional upon Buyer providing Seller with reasonable access to operation and maintenance data.

8.21. If Seller has not remedied a failure within a reasonable period of time and if Seller does not remedy the failure within an additional reasonable period of time set by Buyer in writing, Buyer shall have the right to cancel the Contract in respect of the defected part of the Delivery, if the failure is substantial to Buyer and provided that rights stated in Clause 8.12. do not apply. In such case, Seller shall be liable, in addition to what has been stated in Clause 7.2., for direct damages incurred by Buyer due to the cancellation up to an amount not exceeding seven and half percent (7,5 %) of the price of the cancelled part of the Contract, exclusive of VAT.

8.22. If it turns out, after Buyer has made a warranty claim, that the Delivery does not contain a failure covered by the warranty, Seller shall have the right to receive a compensation for work and other expenses caused by the failure notice to Seller.

8.23. Buyer shall make any claims based on the warranty to Seller without delay in writing, however at the latest before the expiry of the warranty period.

8.24. The warranties set forth above under this Clause 8 constitute the only warranties with respect to the Delivery provided and Buyer's exclusive remedies in the event of a failure in the Delivery. They are in lieu of all other representations, warranties and remedies whether written or oral, statutory, express or implied, including the warranty of merchantability and the warranty of fitness for a particular purpose.

9. Patents and other immaterial rights, third party claims

9.1. By the sale of the Delivery, Seller shall not relinquish any patent, copyright, industrial design right, trademark or other immaterial right relating to the Delivery (hereinafter referred to as "Intellectual Property Rights") to Buyer. Buyer shall only have the right to use the Intellectual Property Rights in connection with the goods and services sold and Buyer shall not have the right to copy or turn over or otherwise make them available to third parties.

9.2. The Delivery (meaning below in this Clause 9. the whole of Delivery or part of it) shall not infringe any Intellectual Property Rights registered in the country of Seller.

9.3. In the event a third party, because of an infringement of Intellectual Property Rights by the Delivery asserts legitimate claims against Buyer, Seller shall be liable to Buyer as follows: Seller shall at his own option and expense either obtain a right to use the Delivery, modify the Delivery so as not to infringe the Intellectual Property Rights or replace the Delivery. If this is not reasonably possible for Seller, either Party shall be entitled to terminate the Contract whereupon Seller shall take back the relevant Delivery and refund the Contract price for such Delivery with a deduction made on the basis of the actual time the Delivery was used by Buyer.

9.4. Seller shall not, however, be liable with respect to any claims of Buyer arising out of or relating to (i) design or instruction furnished or given by Buyer, (ii) the use of Delivery in a manner or for a purpose not specified by or disclosed to Seller, (iii) the alteration of the Delivery by Buyer, (iv) any infringement which is due to the use of such Delivery in association or combination together with products not provided by Seller, (v) a claim made by a company, which either directly or indirectly controls Buyer or is either directly or indirectly controlled by Buyer or (vi) refusal to use a published alike product offered by Seller free of charge the usage of which would have prevented the infringement.

9.5. A further prerequisite for any liability based on Clauses 9.1.-9.3. above or related to liability on any other third party claims for which Seller would be expressly liable under the Contract is that Buyer gives Seller a prompt written notice of any alleged or threatened claims of infringement, allows Seller on its request to control the defence and/ or settlement of such claim, does not consent to any judgement or decree or does any other act in

compromise of any claim without first obtaining Seller's written consent and provides to Seller all reasonable cooperation and information as may be requested by Seller.

9.6. The foregoing states Seller's entire liability for infringements of Intellectual Property Rights.

10. Technical renovations and modifications, change of laws

10.1. Seller withholds the rights to make such technical modifications to the Delivery, which do not have a substantial negative effect on the use of the Delivery by Buyer.

10.2. If Seller is required to make modifications to the Delivery due to changes in the codes, laws and regulations or required engineering standards altered between the date of Seller's offer and the date of delivery, Buyer shall be liable for the additional expenses caused by these changes and shall grant Seller the needed time extension for the delivery.

11. Force majeure

11.1. Neither Party is liable for such delay or damages, which are due to reason falling outside the scope of control of a Party, provided that the Party affected could not reasonably have been expected to take such event into consideration while entering into the Contract and could not avoid or overcome its effects. A strike, lockout, boycott or other labour dispute-related action is considered a force majeure also, when the affected Party is the target of or participates in the action.

11.2. If the fulfilment of the Contract shall be delayed due to a force majeure by more than four (4) months, either Party shall have the right to cancel the Contract to the extent it is considered reasonable by informing the other Party thereof in writing.

12. Non-disclosure and confidentiality

12.1. The Parties shall maintain the confidentiality of any business, commercial and/or technical information and data of the other Party received in connection with the Contract or the delivery ("Confidential Information") and undertake not to disclose such Confidential Information, or part thereof, to any third party without the prior written consent of the other Party. Buyer shall not use the Confidential Information of Seller to any other purpose than the installation, operation and maintenance of the Delivery. This confidentiality obligation is binding during the validity of the Contract and for a period of three (3) years from the termination of the Contract. Notwithstanding the above, Seller has the right to distribute confidential information within same group of companies and to its sub suppliers to the extent necessary for fulfilling its obligations under the Contract.

13. Export regulations and compliance

13.1. Seller shall not be obligated to fulfil the Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

13.2. If Buyer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Seller or works and services (including all kinds of technical support) performed by Seller to a third party Buyer shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Buyer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

13.3. Prior to any transfer of goods, works and services provided by Seller to a third party Buyer shall in particular check and guarantee by appropriate measures that:

-There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of

contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;

-Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

-The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

13.4. If required to enable authorities or Seller to conduct export control checks, Buyer, upon request by Seller, shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Seller, as well as any export control restrictions existing.

13.5. Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof.

13.6. Buyer warrants that in relation to the Delivery all of its officers and employees as well as any party acting on its behalf are in compliance with all applicable anti-corruption laws and regulations, have not committed any act of bribery and will remain in compliance with all such laws and regulations for the duration of the Contract and that they will use best efforts to assure that any owner, agent, subcontractor or other representative related to the Delivery abides by the same principles. Buyer shall indemnify and hold Seller harmless for any breaches of this Clause 13.6. In case of breach or if Seller so believes, in good faith, and on the basis of credible information (including but not limited to reliable, well-sourced press reports) that there has been a breach of this Clause 13.6., Seller is entitled to immediate termination of the Contract and shall not be liable to compensate any termination related damages.

14. Limitations of liability

14.1. Seller shall not be liable for any loss of profit or revenue, loss of production, use or operation, loss of information or data, loss of power, cost of purchased replacement power, cost of capital, financing expenses, damages to property other than the Delivery, loss resulting from other contract of for any indirect or consequential, losses or damages of any nature whatsoever.

14.2. To the extent allowed by mandatory law, Seller's total maximum liability, including without limitation possible compensations for delay, for claims made under the Contract is limited in relation to each Delivery to an amount not exceeding fifteen percent (15 %) of the price of the defective part of the Delivery, exclusive of VAT. In relation to a continuous service Seller's liability is limited to an amount not exceeding fifteen percent (15 %) of the price of the continuing service paid by Buyer during a period of twelve (12) months preceding the occurrence of the damage exclusive of VAT. In no case shall Seller's total liability per damage event exceed one hundred thousand Euros (EUR 100,000).

14.3. If any ownership interest in the Delivery is transferred to or acquired by a third party (including a transfer by the operation of law), Buyer shall obtain, for the benefit of Seller and its directors, employees, agents or subcontractors (the "Protected Entities"), a written waiver from the transferee in respect of:

(a) any claims that the transferee may bring against the Protected Entities in respect of the Delivery that would be in addition to any claims that Buyer may have against any of them; and

(b) any claims by the transferee (or any party to which such transferee re-transfers any of these items) that would result in

the Protected Entities incurring liability in excess of the limitations of liability provided for in the Contract.

Should Buyer fail to obtain such waiver, it shall indemnify and hold the Protected Entities harmless against all liability exceeding the liability as limited by these General Delivery Terms, and Buyer shall compensate Seller for all losses and expenses resulting thereof.

14.4. The limitations of liability shall always apply to the benefit of Seller's employees, subcontractors of any tier and their employees and Seller's affiliates and their employees but shall not apply to instances, when Seller has caused the damage by intentional act.

15. Termination

15.1. Either Party shall have the right to terminate the Contract with a written notice, if the other Party commits a material breach of the Contract and fails to remedy such breach within sixty (60) days of a written notice from the Party, where possibility of termination is mentioned. In case of termination Buyer is, if Seller so requires, obliged to take over that part of the Delivery which is completed or near to be completed and free from defects and which can be used without extensive work. Buyer shall pay Seller a reasonable price for such part with regard to the agreed contract price and the circumstances of the case. This shall also apply to parts of the Delivery which, at termination, are at Seller's or its subcontractors' premises or are under transport to or at the agreed location.

16. Changes, assignment and inspection

16.1. All changes to the Contract must be agreed in writing. All other changes are invalid.

16.2. Neither Party may, without the written consent of the other Party, which shall not be withheld without a reasonable cause, transfer its rights or obligations under the Contract to a third party. However, Seller shall always have the right to transfer the Contract or a part thereof to a company belonging to the same group of companies.

16.3. Buyer may finance the Delivery by using financing institution accepted by Seller. Despite possible financing arrangements, Buyer shall be liable towards Seller for the fulfilment of Buyer's obligations.

16.4 Seller shall during the effectiveness of the Contract have the right, at its own expense, to inspect the Delivery at any time at its installation location.

17. Applicable law and dispute resolution

17.1. The Contract shall be governed by the material law of the country of Seller, without reference to the conflict of laws principles and the UN Convention on Contracts for International Sale of Goods. Disputes shall be exclusively and finally and with a binding effect settled in arbitration by one (1) arbitrator in Helsinki in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. If the amount disputed exceeds five hundred thousand Euros (EUR 500,000), there shall be three (3) arbitrators. The language of the proceedings shall be English unless otherwise agreed.

17.2. Seller shall, at its option, have the right to claim Seller's receivables in the general courts of, at Seller option, either Seller's or Buyer's domicile.

18. Survival

18.1. The stipulations of Clauses 12., 13., 14. and 17. as well as other stipulations incorporated in the Contract, which have been clearly intended to survive the termination of the rest of the Contract, shall survive the termination of the rest of the Contract.