

1. Order and Confirmation of Order

- 1.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if the Customer accepts such in writing. In particular, the Customer is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
- 1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, warranty, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Rights of Use

- 2.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide, and perpetual rights:
- 2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
- 2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
- 2.1.3 to sublicense the right of use under Clause 2.1.2 above to an Affiliate, to contracted third parties, to distributors, and to end customers;
- 2.1.4 to license to Affiliates and other distributors the right to sublicense the right of use under Clause 2.1.2 above to end customers;
- 2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;
- 2.1.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g., in the context of application service providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
- 2.1.7 to sublicense the right of use under Clause 2.1.6 above to Affiliates, contracted third parties and distributors.
- 2.2 In addition to the rights granted in Clause 2.1 above, the Customer, Affiliates, and distributors are authorized to allow end customers to transfer the respective licenses.
- 2.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights.
- 2.4 The Supplier shall inform the Customer – at the latest at the time the order is confirmed – whether the products and services to be delivered contain open-source software (OSS) components.

In the context of this provision "OSS components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g., GNU General Public License or the MIT License). Should the products and services delivered by the Supplier contain OSS components, the Supplier shall comply with all

applicable OSS license terms and shall grant all those rights to the Customer and provide all information which the Customer needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:

- a schedule of all OSS components used including their versions, indicating the relevant licenses, including a copy of the complete text of such licenses and copyright and/or authorship notices;
- the source code of the relevant OSS, including scripts and information regarding its generating environment insofar as the applicable OSS conditions require this.

- 2.5 The Supplier shall by the time of order confirmation at the latest inform the Customer in writing whether any OSS licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of the Customer. In the context of this provision, "Copyleft Effect" means that the provisions of the OSS license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the OSS license, e.g. only if the source code is disclosed. In case any OSS licenses used by the Supplier are subject to a "Copyleft Effect" as defined above, then the Customer is entitled to cancel the order within two weeks of receipt of this information.

3. Term and Penalty for Breach

- 3.1 For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by the Customer.
- 3.2 If any delay in delivery or performance or rectification is anticipated, the Customer shall be notified immediately, and its decision sought.
- 3.3 If – in the event of delay – the Supplier cannot prove that it is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.3% but not exceeding a total of 5% of the total value of the contract. This penalty may be claimed by the Customer beyond the date of final payment without need of any reservation of rights by, or demand from, the Customer.
- 3.4 Additional or other statutory rights are not affected hereby.

4. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

- 4.1 For deliveries involving installation, commissioning, or services, the transfer of risk occurs on acceptance; and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Customer at the named place of destination/delivery according to Incoterms ® 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or if (b) the seat of the Supplier and the named place of destination are both within the European Union. If neither (a) nor (b) are fulfilled, then DAP (named place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.
- 4.2 Unless otherwise agreed, the costs of adequate packaging shall be borne by the Supplier. In case transportation costs are borne by the Customer, notice of readiness for dispatch shall be given together with the information set out in Clause 4.3 hereunder. On the Customer's request a Siemens routing order tool must be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery or the conclusion of the contract for carriage by the Customer. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of the Siemens routing order tool shall be borne by the Supplier. In case DAP/DDP (named place of destination) Incoterms ® 2020 is agreed, the Customer may also determine the method of

transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

- 4.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
- 4.4 As far as the Customer and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of the Customer, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by the Customer when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labelling, etc. in compliance with the regulation relevant to the mode(s) of transport used.
- 4.5 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.
- 4.6 Transfer of title shall be upon delivery or acceptance by the Customer, as the case may be.

5. Payment, Invoices

- 5.1 Unless otherwise agreed, payments shall be due and payable no later than 30 (thirty) days net. If payment is made within 14 (fourteen) days, the Customer is entitled to a 3 % (three percent) discount. The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received.
- 5.2 The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.
- 5.3 Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 5.4 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.

6. Inspection upon receipt

- 6.1 The Customer shall immediately upon receipt at the named place of destination examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other obvious deficiencies.
- 6.2 Should the Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.
- 6.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.
- 6.4 In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

7. Warranty

- 7.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in Clause 7.8 or 7.9, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide re-performance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

- 7.2 Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to:

- 7.2.1 cancel the contract in whole or in part without being subject to any liability for damages; or
- 7.2.2 demand a reduction in price; or
- 7.2.3 undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and
- 7.2.4 claim damages in lieu of performance.

For the purposes of establishing the timeliness of rectification, the relevant point in time is the date of receipt at the place of destination.

- 7.3 The rights according to Clause 7.2 may be exercised exceptionally without further deadline if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not possible for the Customer to request the Supplier to rectify the deficiency within a reasonable time period. The legal provisions on the dispensability of setting a deadline remain unaffected hereby.
- 7.4 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this clause.
- 7.5 Additional or other statutory rights are not affected hereby.
- 7.6 If the Supplier provides subsequent performance or repairs, the warranty periods set out in Clauses 7.8 and 7.9 shall begin to run once again.
- 7.7 Notwithstanding the transfer of risk regarding delivery, the Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport, costs of de- and re-installation).
- 7.8 The warranty period for deficiencies of material is three years, insofar as no statutory provisions provide longer periods.
- 7.9 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.
- 7.10 For deliveries not involving installation or commissioning, the warranty period begins to run with receipt at the place of destination named by the Customer. For deliveries involving installation, commissioning or services, the warranty period begins to run with acceptance by the Customer. Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

8. Supplier's Duty to Verify and to Inform

- 8.1 The Supplier is obliged to examine components such as, e.g., raw material, provided by the Customer or provided by the Supplier's suppliers, manufacturers, or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in the case the components are provided by the Customer – inform the Customer.
- 8.2 It is essential that the deliveries and services are delivered free of any third-party rights. Thus, the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

9. Quality Management, Subcontracting to Third Parties

- 9.1 The Supplier shall maintain a quality management system (e.g., according to DIN EN ISO 9001).

9.2 Subcontracting to third parties shall not take place without the prior written consent of the Customer, and entitles the Customer to cancel the contract in whole or in part and claim damages.

10. Provided Material, Information

10.1 Material and information provided by the Customer remains the property of the Customer and are to be stored, labeled as property of the Customer and administered separately at no cost to the Customer. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

10.2 Any processing or transformation of the material and information shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and the Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant.

11. Tools, Patterns, Samples, Confidentiality

11.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates, materials, data files and Software provided by the Customer or made for the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights the Customer may demand that such materials be returned or destroyed if the Supplier breaches these duties.

11.2 The parties shall treat as confidential all information which is marked as confidential or the confidential nature of which is evident to a reasonable person and which they receive from or about the other party in the context of performing the contract, as well as the conclusion of the contract, and shall keep the same confidential for five years after their disclosure - insofar as such information has not become publicly known by legal means or the other party has not consented in writing to its transfer in the individual case. The receiving party shall make confidential information available only to those employees and employees of its Affiliates who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a confidentiality obligation. The receiving party shall use this information exclusively for the purpose of performing the contractual obligations. Insofar as the Customer agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

12. Assignment of Claims

Any assignment of any claim is only allowed with the prior written approval of the Customer.

13. Right to Terminate and Cancel

13.1 In addition to any rights provided by law to withdraw from or cancel a contract, the Customer may cancel the contract in whole or in part in case (a) the Supplier is in delay with its delivery or service and such delay - despite a corresponding reminder by the Customer - persists for more than two weeks after receipt of such reminder or in case (b) that adherence to the contract by the Customer cannot reasonably be expected from the Customer because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.

13.2 The Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

13.3 If either the Supplier or the Customer is delayed or prevented from performing its obligations under this Contract, by unforeseeable circumstances beyond the reasonable control of either party ("force

majeure"), including but not limited to, any form of government intervention, war, civil war/civil unrest, natural disasters, fire, explosion, non-issuance, revocation or suspension of export/import licenses, strikes and lockouts relevant to this Contract, changes of law after the execution of this Contract, such performance shall be suspended. If the Works or any part thereof which was suspended due to force majeure cannot be completed within a reasonable time (in no case be less than thirty (30) days from the commencement of the suspension), this Contract may be terminated by either party. In such case, the Customer will pay to the Supplier such sum as may be fair and reasonable under the circumstances in respect of the Works performed by the Supplier prior to termination, and in respect of which the Customer has received the benefit. This Condition can only have effect if this is called into operation by the party wishing to rely on it by giving prior written notice to the other party.

13.4 Subject to Clause 13.3, the Customer reserves the right to suspend the Works or terminate the whole or any part of the Contract or any consignment on account thereof, if the same is not completed in accordance with the specifications stated in the Purchase Order and these Conditions, in particular (but without prejudice to the generality of the foregoing) with respect to the terms on delivery and warranty, compliance with which by the Supplier is of the essence.

13.5 Should the Works be suspended under Clauses 13.3 or 13.4, The Customer and the Supplier shall each be respectively liable for their own costs and expenses of any kind during such suspension. The Supplier shall not be entitled to claim for any such costs and expenses arising from or in relation to the suspension whether incurred before, during or after the suspension, including costs and expenses to resume with the Works.

13.6 In case of a termination by the Customer, the Customer may continue to utilize existing facilities, deliveries, or services already performed by the Supplier in exchange for reasonable payment.

13.7 In the event that the Customer terminates the Contract as to all or any of the Works, the Customer shall be entitled to purchase or procure from a third party a like quantity of the Works of similar description and quality, or continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment, or any other reasonable alternative thereto. The Supplier shall be liable to reimburse to the Customer on demand all expenditure incurred by the Customer in connection with the termination, including any increase in the purchase price.

14. Code of Conduct for Siemens Suppliers, Security in the Supply Chain, Cartel Damages

14.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall reduce the emission of air pollutants (especially CO₂) and protect natural resources such as soil, water and air. The Supplier shall provide a protected grievance mechanism to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers.

14.2 The Supplier shall strongly support the efforts of the Customer regarding security in the supply chain, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon request of the Customer, the Supplier shall without undue delay sign and return to the Customer a written declaration on the supply chain provided by the Customer, which will be consistent with - depending on the registered office of the Supplier - the requirements of the European Commission according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless the Supplier itself owns the status of AEO or a comparable

status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing an authorization or certificate respectively

14.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under Clause 14 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.

14.4 If the Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behavior, in relation to the deliveries and services supplied to the Customer, the Supplier shall pay to the Customer liquidated damages in the amount of 15% (fifteen percent) of the total remuneration for the relevant deliveries and services during the relevant period.

14.5 Notwithstanding Clause 14.4, both parties shall be entitled to prove that the Customer's actual damages are higher or lower than the liquidated damages amount, in which case such actual damages shall be payable pursuant hereto. All other contractual or statutory rights and claims of the Customer remain unaffected.

15. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety

15.1 Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding their supply and marketing in other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which may be necessary to demonstrate the conformity of the products with the respective requirements can be provided immediately to the Customer upon request.

15.2 Should the Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or the Customer or at the place of destination named by the Customer.

15.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in Clause 4.4 and 4.5 remain unaffected.

15.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.

16. Cybersecurity

16.1 The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

16.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data),

personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.

16.3 Should products or services contain software, firmware, chipsets or integrated circuits:

16.3.1 the Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g., OWASP standards;

16.3.2 the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

16.3.3 the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

16.3.4 the Supplier shall provide to the Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up to date at the time of delivery to the Customer;

16.3.5 the Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;

16.3.6 the Supplier shall provide the Customer a contact for all information security related issues (available during business hours).

16.4 The Supplier shall promptly report to the Customer and the following Siemens Cybersecurity contact addresses all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.

16.4.1 for security incidents: cert@siemens.com

16.4.2 for security vulnerabilities: svm.ct@siemens.com

16.5 The Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this Clause 16.

16.6 Upon the Customer's request, the Supplier shall provide written evidence of its compliance with this Clause 16 including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

17. Export Control and Foreign Trade Data Regulations

17.1 The Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all deliveries and services to be provided according to this contract. The Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations. In particular, the Supplier represents and warrants that none of its deliveries nor its services provided under the contract contain prohibited products and/or services under the Foreign Trade Regulations applicable to the Customer (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).

17.2 The Supplier shall advise the Customer in writing within two weeks of receipt of the order and in any case before delivery - and in case of any changes without undue delay - of any information and data required by the Customer 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 the Customer- documents to prove the non-preferential origin; and
- the preferential country of origin, and, upon request of the Customer, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g., supplier's declaration).

17.3 In case of any alterations to origin and/or characteristics of the Goods and Services and/or to the Foreign Trade Regulations, the Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than two (2) weeks prior to the delivery date(s). The Supplier shall be liable for any expenses and damage incurred by the Customer due to any breach of the obligations according to this Clause 17.

18. Reservation Clause

The Customer shall not be obligated to fulfill the contract 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.

19. Mention as Reference Customer

Only upon the Customer's prior written approval, the Supplier shall be allowed to mention the Customer as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for the Customer.

20. Supplementary Provisions

20.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.

20.2 The Supplier shall be liable for any expenses and/or damages incurred by the Customer due to any breach of these conditions, in particular of Clauses 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless the Supplier is not responsible for such breach.

21. Applicable Law and Place of Jurisdiction

21.1 The substantive law of the Republic of the Philippines shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11th of April 1980.

21.2 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Contract or any breach thereof, within a reasonable period after the written notification of dispute is received by either party. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of the parties, the dispute shall be referred to the management of each party who will meet in good faith in order to try and resolve the dispute.

21.3 All negotiations connected with the dispute will be conducted in complete confidence and the parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the parties in any future proceedings.

21.4 In the event any such dispute is unresolved after thirty (30) days of the written notification of dispute referred to in Clause 21.2, such disputes arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be finally settled under the Arbitration Rules ("Rules") of the Philippine Dispute Resolution Center, Inc. (PDRCI), for the time being in force, which rules are deemed to be incorporated by reference into this

Clause. For disputes where the total quantum in dispute (including all counterclaims) is less than One Hundred Million Philippine Pesos (PhP100,000,000), the tribunal shall consist of one arbitrator to be appointed in accordance with the Rules. For all other disputes, the tribunal shall consist of three (3) arbitrators likewise to be appointed in accordance with the Rules. The seat of arbitration shall be in Taguig City, Philippines. The language to be used in the arbitration proceedings shall be English.

21.5 Disputes involving non-payment or delayed and/or incomplete payment of the contractual penalties and/or liquidated damages where the total amount being collected does not exceed PhP100,000,000 shall be finally settled in the Regional Trial Courts of Makati City to the exclusion of all other seats and venue.

22. Compliance with Personal Data Protection Laws

22.1 The Supplier undertakes that:

- a. it will take all appropriate and commercially reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks of any personal data which it receives and collects from Siemens or Siemens' employees;
- b. it will comply with the Data Privacy Act of 2012 and its Implementing Rules and Regulations and any applicable privacy and data protection laws which it is subject to (collectively, the "Data Privacy Regulations");
- c. it will not sell, share or otherwise use or disclose any personal data collected from the Customer or the Customer's employees without the prior written consent of the Customer or the Customer's employees, as applicable; and
- d. the personal data collected from the Customer is available only to its employees who have a legitimate business need to access the personal data, who are bound by confidentiality obligations and who are aware of the Seller's privacy and data protection obligations under the Data Privacy Regulations.

22.2 In the event the Supplier breaches any of the foregoing provisions, the Supplier shall indemnify, defend and hold harmless the Customer from and against any and all liabilities, fines, penalties, costs, damages, expenses, legal costs arising out of or in relation to any unauthorized use or disclosure of personal data collected from the Customer, the Customer's employees and the Customer's breach of the Data Privacy Regulations.

23. Indemnities and Liabilities

23.1 The Supplier shall indemnify the Customer against all losses, claims, expenses, and liabilities which the Customer may incur either in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property by reason of acts or omissions of the Supplier.

23.2 The Supplier shall indemnify the Customer against all losses, expenses, and liabilities caused to the Customer, whether directly or indirectly, or as a result of the action, claim or demand of any third party, by reason of any breach by the Supplier of these Conditions, or the Contract, or by other statutory provision relevant to the Purchase Order.

23.3 Whenever any sum of money is recoverable from or payable by the Supplier to the Customer in connection with the performance of the Works by the Supplier of the Purchase Order, the Customer may deduct the sum then due or which at any time thereafter may become due to the Supplier under any other order or transaction placed or entered into between the Supplier and the Customer.

23.4 Other than the Customer's obligation to pay the purchase price, the Customer's liability under the Contract shall be for negligent conduct only and exclude liability for special or punitive damages,

financial/economic loss, loss of profit, loss of production, loss of information, indirect or consequential damages. In no event shall the Customer's liability, whether under contract, tort (including negligence), strict liability or other legal theory, exceed the purchase price.

24. General

24.1 Whenever used in these Conditions, the following terms have the meanings set forth below:

- a. **"Affiliate"** shall mean any legal entity which directly or indirectly is controlled by the Customer, controls the Customer, or is controlled by a legal entity which directly or indirectly controls the Customer;
- b. **"Conditions"** shall mean these General Conditions of Purchase;
- c. **"Contract"** shall mean contract for the purchase of Goods, Services, or Works covered under a Purchase Order, the Conditions and all documents attached to or incorporated by reference;
- d. **"Customer"** shall mean the Siemens legal entity named in the Purchase Order being a corporation duly registered and existing under the laws of the Republic of the Philippines;
- e. **"Goods"** shall mean the goods or other materials to be supplied by the Supplier pursuant to the Purchase Order;
- f. **"Purchase Order"** shall mean the purchase order to which the Conditions are referred to or attached, signed by (an) authorized representative(s) on behalf of Siemens and issued to the Supplier;
- g. **"Services"** shall mean the services to be provided by the Supplier under the Contract;
- h. **"Supplier"** shall mean the person(s), natural or juridical, firm or entity to whom the Purchase Order is issued;
- i. **"Works"** shall mean all of the Supplier's obligations and responsibilities to be performed under the Contract or Purchase Order including the supply of Goods and/or the performance of Services.

24.2 If any of these Conditions is or becomes under any written law or held by a court of other similar competent authority to be illegal, invalid or unenforceable, then such Conditions shall be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the operation of the remaining clauses.

24.3 Without prejudice to Clauses 1.2 and 1.3, the priority of the documents constituting the Contract shall be as follows:

- a. any additional or special terms expressed in writing to override or modify the Purchase Order, the Contract, or the Conditions;
- b. the Purchase Order;
- c. the Conditions;
- d. any document, plan or specification whether attached to or incorporated by reference to the Purchase Order or the Conditions.

24.4 The Supplier and the Customer shall comply with all health and safety laws and regulations in force at the work area, which in particular includes without limitation the ambient air of such area on any site where: (i) the Goods need to be installed or (ii) the Services need to be provided (hereinafter "Work Area") as well as with the Occupational Safety and Health Standards Act and its Implementing Rules and Regulations. Where applicable, the Customer shall provide to the Supplier the Work Area at the agreed point in time and shall ensure that the Work Area and the Customer's facility where the work is to be performed ("Site") complies at such time with all aforementioned laws, regulations and requirements, and shall not during the performance of the Contract cause any risks not in compliance with the aforementioned laws, regulations and requirements.

24.5 The Supplier shall, at its expense, effect and maintain valid insurance policies covering loss of or damage to the Works and such other insurance as may be required under applicable legislation on terms acceptable to the Customer. The Supplier shall provide satisfactory evidence of such insurance policies upon request by the Customer.