

1. Application

1.1 These general terms and conditions for delivery of products ("General Delivery Terms") shall apply, when a Siemens company domiciled in Finland or its Estonian, Latvian or Lithuanian branch ("Seller") that has referenced to these General Delivery Terms in an offer, order confirmation or contract, delivers goods to Buyer. Any terms and conditions of Buyer shall apply only where expressly accepted in writing by Seller. These General Delivery Terms shall be applied as the commercial custom between the Parties also to all future orders of goods 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 contract document signed by Seller and Buyer specifying the terms and conditions of the Delivery, or, should such contract 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 to Buyer.

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

1.4 "Party" or "Parties" shall mean Seller and/or Buyer depending on the context.

2. Order, documentation and Buyer's obligations

2.1 Any order shall specify the goods 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.

2.3 The Delivery shall include Seller's standard documentation related to the Delivery either in the language of the country of the Delivery (i.e. Finnish, Estonian, Latvian or Lithuanian) or English.

2.4 Buyer shall be liable for the correctness and sufficiency of the information given by Buyer that influences the Delivery or its qualities. Buyer shall without delay inform Seller of such changes in circumstances, which affect the fulfilment of the Contract.

2.5 Buyer shall obtain all necessary permits and approvals from relevant authorities required for commissioning and use of the Delivery, except to the extent that these can only be obtained by Seller.

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

2.7 If the Delivery will be connected to an intranet or the Internet, Buyer shall be responsible for design, implementation and maintenance of a holistic, state-of-the-art information security concept to protect its enterprise, plants, systems, machines and networks ("Buyer's Systems") against cyberthreats. Cyberthreat means any circumstance or event with the potential to adversely impact Buyer's Systems via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios. The information security concept should inter alia include using the latest version of the software and equipment, installing updates and patches as soon as they are available, complying with the security advisories available from Seller and other manufacturers, regular vulnerability and malware scanning and testing, a state-of-the-art password policy, and only connecting Buyer's Systems to an intranet or the Internet to the extent necessary and subject the manufacturers' guidelines.

2.8 Buyer shall collect and dispose of the electrical and electronic equipment and industrial batteries if included in the Delivery at the end of their lifecycle in accordance with the requirements of applicable law.

3. Prices and payment terms

3.1 All prices specified in the Contract shall be in euro currency and shall not include value added tax. Value added tax and other taxes and official charges levied by authorities shall be invoiced from Buyer according to the legislation in force at the time of invoicing.

3.2 Unless otherwise explicitly agreed, prices exclude packing, freight or insurance. Seller shall invoice these costs separately from Buyer. Seller

may also charge an invoicing fee to Buyer according to Seller's normal practice, unless otherwise agreed in the Contract.

3.3 The payment term shall be fourteen (14) days net from the date of the invoice. Unless otherwise agreed, Seller has the right to invoice the Delivery at the latest, when the risk of damage and loss has according to the delivery term been transferred to Buyer. If the Delivery is completed in stages or instalments, Seller may invoice the Delivery on a corresponding basis.

3.4 Buyer shall pay interest on any delayed payment at the delay interest rate generally applied by Seller, however, no less than ten percent (10 %) per annum.

3.5 If a payment is delayed or Buyer is in breach of any of its other material obligations under the Contract, Seller shall have the right among others to suspend Seller's performance under the Contract, of which Seller shall inform Buyer without delay.

3.6 Buyer agrees to provide at its own expense upon Seller's request securities accepted by Seller for the payment of Seller's receivables prior to the actual Delivery. If it becomes apparent during the Delivery that the securities provided by Buyer are not sufficient to fully cover Seller's receivables, Buyer shall, at its own expense, provide Seller upon Seller's request additional securities accepted by Seller.

4. Transfer of risk and retention of title

4.1 The delivery term for the goods shall be DAP (Incoterms 2020).

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

5. Inspection and tests

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

5.2 If any performance figures have been agreed in the Contract for the Delivery, this Clause 5.2 shall apply. If the Delivery fails to meet any performance figures in the Contract solely due to the fault of Seller, Seller shall be given additional reasonable time to achieve such figures by carrying out at its own expense any work which Seller considers necessary. If after the completion of the work and further performance tests the performance figures are not reached, Buyer shall be entitled to liquidated damages at a rate agreed in the Contract, which shall however in no event exceed five percent (5 %) of the price of the part of the Delivery failing to meet the agreed figures excluding value added tax. The compensation under this Clause 5.2 shall be Buyer's only remedy for non-achievement of the performance figures under the Contract.

6. Delay

6.1 If Buyer does not meet the agreed delivery date for the Delivery due to a reason solely attributable to Seller, Buyer shall be entitled to liquidated damages up to the amount of half a percent (0,5 %) of the price of the delayed part of the Delivery excluding value added tax per each full week of delay, however, not exceeding seven and a half percent (7,5 %) of the price of the delayed part of the Delivery excluding value added tax.

6.2 If Buyer is due to the delay of the Delivery entitled to claim the maximum amount of liquidated damages specified in Clause 6.1 and Seller has not been able to rectify the delay within thirty (30) days after the maximum amount of liquidated damages is reached and the delay causes Buyer substantial harm, Buyer shall have the right to terminate the Contract to the extent that Buyer cannot use the Delivery for the intended purpose. If the Contract is terminated due to the delay, Seller shall be liable, in addition to what has been stated in Clause 6.1, for direct damages incurred by Buyer due to the termination up to an

amount not exceeding seven and a half percent (7,5 %) of the price of the terminated Contract excluding value added tax.

6.3 Buyer shall make claims based on the delay of the Delivery to Seller in writing within one (1) month of the completion of the delayed part of the Delivery. If Buyer does not make a claim based on the delay of the Delivery within the time limit, Buyer loses its right to make claims based on the delay.

6.4 If the delay of the Delivery is caused by a reason attributable to Buyer, Buyer shall pay for Seller's additional costs and extra work arising therefrom and Seller shall be allowed a time extension corresponding to the consequences of the delay. Seller shall also have the right to invoice the Delivery based on the originally agreed schedule.

6.5 Buyer's remedies including the right to claim damages due to Seller's delay are exclusively agreed in this Clause 6.

7. Warranty

7.1 Seller provides for the design, material and workmanship in the technical equipment (such as goods, machinery, apparatus, systems, articles, instruments and tools) included in the Delivery an equipment warranty that covers also software embedded in the equipment, but excludes software, which may be used to operate the equipment, such as an application, operating system or other user interface software ("**Equipment Warranty**").

7.2 Seller provides for the software not covered by the Equipment Warranty a software warranty that covers reproducible defects due to which the software does not essentially function in accordance with its documentation ("**Software Warranty**").

7.3 The warranty period shall be twelve (12) months, which shall commence upon transfer of risk. If the transfer of risk is delayed due to a delay of Buyer, the warranty shall commence from the point of time, when the transfer of risk had been agreed to take place. If a part of the Delivery has been repaired, replaced or reperformed under the warranty, the warranty period for such part of the Delivery shall be six (6) months, if the original warranty period would expire earlier. However, the warranty period shall always expire at the latest after twenty-four (24) months from the start of the original warranty period.

7.4 The warranty covers at Seller's option remedying the defect by repair, replacement of the defective part by a new or refurbished part or reperformance of the defective part of the Delivery. Buyer shall give Seller a reasonable period and opportunity to remedy the defect. For this purpose, Buyer shall grant Seller access to the defective Delivery, shall undertake any necessary disassembly and reassembly, and shall provide access to operation and maintenance data. Buyer shall, at its cost and on a request by Seller, deliver the defective part, at Seller's option, either to Seller's premises or to Seller's authorised repair shop in accordance with any shipping instructions given by Seller. Seller shall at its cost have the repaired or new parts delivered to Buyer on the delivery term DAP, Incoterms 2020. Upon Seller's request, Buyer shall ensure that title to the replaced defective parts shall transfer to Seller and shall return such parts at the latest within two weeks of receiving the repaired or new part.

7.5 If the costs of the rectification in accordance with Clause 7.4 would be unreasonable to Seller compared with the harm caused by the defect to Buyer's business, Seller shall, instead of rectifying the defect, be entitled to give Buyer a reasonable reduction on the price of the defective Delivery. The price reduction shall be proportionate to the negative effects of the defect to the use of the Delivery.

7.6 The warranty for software covers providing Buyer with an updated version of the software in which the defect has been remedied, when such updated version is reasonably available from Seller or Seller's licensor. If the software has been modified or individually developed for Buyer by Seller, Seller shall in addition provide Buyer with a workaround or other interim error correcting solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at a reasonable expense and otherwise significant harm would be caused to Buyer's business operations.

7.7 The warranty does not cover defects caused by (i) use, maintenance or repair, which is faulty, negligent or against operation or maintenance instructions, (ii) changes to the Delivery made without Seller's written consent, (iii) by normal wear and tear, (iv) circumstances that did not exist in the Delivery at the time of the transfer of risk to Buyer, (v) insignificant deviation from the agreed quality or minor impairment of usability, or (vi) special external influences, which are not identified in the Contract. Seller does not warrant that the Delivery will be secure from cyberthreats or does not contain any vulnerability.

7.8 If Seller has not remedied a defect within a reasonable period of time and does not remedy the defect within an additional reasonable period of time set by Buyer in writing, Buyer shall have the right to terminate the Contract in respect of the defective part of the Delivery, if the defect is substantial to Buyer and provided that rights stated in Clause 7.5 do not apply. In such case, Seller shall be liable, in addition to what has been stated in Clause 6.1, for direct damages incurred by Buyer due to the termination of the Contract up to an amount not exceeding seven and a half percent (7,5 %) of the price of the terminated part of the Contract excluding value added tax.

7.9 If Seller carries out remedial work or incurs costs to remedy the allegedly defective part of the Delivery and it is ultimately not established that there was a defect in the Delivery covered by the warranty, Seller may charge Buyer for such work, including defect diagnosis, and costs incurred.

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

7.11 The warranty in this Clause 7 shall constitute the entire liability for defects in the Delivery provided and Buyer's exclusive remedy in the event of a defect in the Delivery. This warranty is in lieu of all other warranties and remedies whether written or oral, statutory, express or implied, including warranty of merchantability and fitness for a particular purpose.

8. Rights of use

8.1 All patent, copyright, database, trademark, design and other intellectual property rights ("**Intellectual Property Rights**") in the Delivery shall be the exclusive property of and vest in Seller or its licensors.

8.2 Buyer shall not by observing, studying, decompiling or testing the Delivery aim to learn the trade secrets of Seller except to the extent mandatory law prohibits such limitation.

8.3 Buyer shall have the right to use the documents provided by Seller in connection with the Delivery unmodified and to the extent necessary for the operation and routine maintenance of the Delivery in Buyer's internal use. Seller shall have the right to use the documents provided by Buyer for the provision of the Delivery and grant the right to the same to its subcontractors.

8.4 Subject to Clause 8.5, if the Delivery includes software, such software is licensed to Buyer under the license terms contained in the software documentation, the software itself or the Contract ("**License Terms**"). The License Terms shall prevail over these General Delivery Terms. Seller grants Buyer a non-exclusive right to use the software in object code form only as described in the License Terms or, if no such License Terms are provided to Buyer, for the purpose of operation and routine maintenance of the Delivery in Buyer's internal use.

8.5 The Delivery may include third-party software and/or open source software ("**OSS**"). Insofar as specific license terms apply to such software, Seller will provide the applicable license terms together with the Delivery. Such license terms applicable to third party software or OSS shall prevail over these General Delivery Terms and Buyer shall comply with them. Details regarding any third-party software and OSS contained in the Delivery are available in the software documentation (e.g. README_OSS).

8.6 Without prejudice to Buyer's Intellectual Property Rights and subject to compliance with the applicable law, Seller and its group

companies may for their own business purposes collect, use, modify, and copy any data received in connection with the Delivery.

9. Infringement of intellectual property rights

9.1 Seller shall ensure that the Delivery does not infringe any Intellectual Property Rights of third parties registered in the country of Seller.

9.2 In the event a third party asserts a legitimate claim against Buyer claiming that the Delivery infringes its Intellectual Property Rights, Seller shall, at its option and expense, either (i) obtain a right for Buyer to continue using the Delivery, (ii) modify the Delivery to eliminate the infringement, or (iii) replace the infringing parts of the Delivery. If none of the options is reasonably possible for Seller, either Party may terminate the Contract in relation to infringing parts of the Delivery. Upon such termination Buyer shall return the infringing parts of the Delivery and Seller shall refund the Contract price for such part of the Delivery with a deduction made based on the actual time the Delivery was used by Buyer.

9.3 Seller shall not, however, be liable with respect to any claim arising out of (i) design or instruction by Buyer, (ii) use of the Delivery in a manner or for a purpose not foreseeable by Seller, (iii) modification of the Delivery by Buyer, (iv) use of the Delivery in combination with a product not provided by Seller, unless agreed in the Contract, (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 or a newer version offered by Seller free of charge, the usage of which would have prevented the infringement.

9.4 Seller shall only be liable under Clause 9.2 or under any other Clauses in the Contract establishing Seller a liability for third party claims, if Buyer (i) gives Seller a prompt written notice of any alleged or threatened claims of infringement, (ii) allows Seller on its request to control the defense and/or settlement of such claim, (iii) does not acknowledge the infringement or agree to compensation or settlement proposals without first obtaining Seller's written consent, and (iv) provides to Seller all reasonable cooperation and information as may be requested by Seller to defend or settle the claim.

9.5 The foregoing in this Clause 9 states Seller's entire liability for infringements of Intellectual Property Rights and other remedies of Buyer are excluded.

10. Technical modifications, change of laws

10.1 Seller reserves the right to make such modifications to the Delivery that do not adversely affect the agreed operability, functionality or technical characteristics of the Delivery.

10.2 If Seller is required to make modifications to the Delivery due to a change in the laws, regulations, official orders or guidelines, or required engineering standards after entering into the Contract, Buyer shall be liable for the additional expenses and scope caused by the change and shall grant Seller the time extension needed for performing changes in the Delivery.

11. Force majeure

11.1 Neither Party is liable for such delay or damages, which are due to a reason beyond the control of a Party or its subcontractors of any tier, 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 reasonably 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 is delayed due to one or more force majeure events by more than four (4) months, either Party shall have the right to terminate the Contract to the extent it is considered reasonable by informing the other Party thereof in writing. In addition

to the consequences set forth in Clause 15.2, Seller shall be entitled to reimbursement from Buyer for its direct costs related to the termination.

12. Confidentiality

12.1 The Parties shall maintain the confidentiality of any commercial, financial and/or technical information of the other Party received in connection with the Delivery or Contract ("**Confidential Information**"). As Confidential Information shall not be considered information that is or becomes part of the public domain other than by breach of Contract by the receiving Party, that was in the Party's possession before receiving the information from the other Party, or that is disclosed to the receiving Party by a third party without obligation of confidentiality.

12.2 The Parties undertake to use Confidential Information only for the purpose of the Contract. The Parties shall not disclose Confidential Information to any third party without the prior written consent of the disclosing Party other than to the receiving Party's employees, group companies or subcontractors that reasonably need to know such Confidential Information for the purpose of the Contract provided such parties are bound by confidentiality obligations. The Party may also disclose Confidential Information where required to be disclosed by law subject to the receiving Party's obligation to notify the disclosing Party without undue delay of such requirement and to use reasonable effort to obtain confidential treatment for the Confidential Information.

12.3 The confidentiality obligations in this Clause 12 shall continue to apply for a period of five (5) years from the termination of the Contract.

13. Export regulations

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 Finland, the Federal Republic of Germany, of the European Union and of the United States of America.

13.3 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.

13.4 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.

14. Limitations of liability

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

14.2 Seller's total maximum liability, including also possible compensations for delay or non-performance, for claims made under or in connection with the Contract regardless of the basis of the claim

is limited to an amount not exceeding fifty percent (50 %) of the price of the Contract excluding value added tax. In no case shall Seller's total liability per damage event exceed hundred thousand euro (EUR 100,000).

14.3 If Buyer is not or shall not be the sole end user and ultimate owner of the Delivery or is procuring it for the benefit of any kind of joint venture, Buyer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that Seller is given the benefit of the indemnities and limitations of liability in the Contract by all such users, owners or participants (as if the user, owner or participant were Buyer). Buyer shall indemnify Seller against claims by these parties to the extent that Seller would not be liable to Buyer under the Contract had the claim been made by Buyer.

14.4 The limitations of liability shall apply for the benefit of Seller's group companies, subcontractors of any tier, employees and other persons acting for Seller. The limitations of liability shall not apply to the extent the mandatory law does not allow the liability to be limited.

14.5 Unless otherwise explicitly agreed, all liability of Seller under the Contract shall cease with the expiry of the warranty period of the Delivery.

15. Termination of the Contract

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 the possibility of termination is mentioned. Seller may also terminate the Contract, if Seller's performance has been suspended for more than sixty (60) days.

15.2 In case of termination of the Contract for any reason, 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 can be used without significant amount of additional work. Buyer shall pay Seller a reasonable price for such part with regard to the agreed price and the circumstances of the case. This shall also apply to parts of the Delivery which upon termination are at Seller's or its subcontractors' premises or are under transport to or at the agreed location.

15.3 The provisions in Clauses 8, 12, 13, 14 and 17 and any other Clauses, which have been clearly intended to survive the termination of the Contract, shall survive the termination of the Contract.

16. Changes and assignment

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 justified 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 or in the event of a sale or transfer of Seller's business or part thereof to a third party.

17. Applicable law and dispute resolution

17.1 The Contract shall be governed by the substantive law of Finland, without reference to the conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods.

17.2 Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one, however if the total value of the claims in the dispute exceeds five hundred thousand euro (EUR 500,000), there shall be three arbitrators. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

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