SIEMENS

Services Supplemental Terms (AGB Germany)

These Services Supplemental Terms ("Services Terms") apply in addition to the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order. They apply only to services as described in the Order ("Services").

Capitalized terms are defined in the Base Terms.

Commercial terms

1. Siemens Offerings

1.1. Services Offerings

1.1.1. **Scope description.** Siemens will perform the Services as detailed in the Services description set out (or referred to) in the Order.

1.1.2. **Supervision.** To the extent the Services include supervision, Siemens' only obligation is to provide correct instructions. Siemens will not be liable for the performance of third parties or Customer's personnel.

1.2. Location

1.2.1. **Onsite.** If Services are provided at Customer's site, Siemens will:

a. provide them during normal local business hours (excluding holidays); and

b. comply with Customer's reasonable site rules provided in writing before performance starts.

1.2.2. **Off-site.** If onsite performance is not necessary, Services may be performed:

a. at a location of Siemens' choice; or

b. by remote access.

1.3. Personnel

Siemens may direct and allocate personnel for the Services at its option and is responsible for all compensation and other employment benefits of Siemens' employees.

1.4. Data processing

Where Siemens acts as Customer's processor of personal data provided by Customer, the following terms apply:

a. the Data Privacy Terms available at https://www.siemens.com/dpt; and

b. any additional information related to the processing of personal data, including authorized subprocessors, set out in the Order (if applicable).

2. Customer's obligations

2.1. Providing Contributions

Customer will provide the following Contributions:

a. support Siemens by providing:

- the environment and opportunity to start work on time, without interruption, and with adequate and legally compliant health and safety measures in place for onsite work;
- qualified personnel with the necessary know-how and decision-making ability;
- a secure internet connection and authorized access to Customer's or third-party systems (as required);
- reasonable support to ensure that all obligations required by competent authorities for the commissioning, acceptance, and use of the Services are met;
- timely acceptance (where required), input, and feedback;
- lockable rooms for storage and adequate working and recreation rooms for Siemens and their subcontractors, including appropriate sanitary facilities; and
- all necessary information about the location of concealed electric, gas, water, and fiberoptic lines or similar installations, and the static and sub-surface conditions of the site.

b. obtain any permits and approvals from relevant authorities, except if only Siemens can obtain them;

c. ensure cooperation by any third parties retained by Customer;

d. for time and material Orders, confirm with Siemens the hours worked on a time basis. Siemens' time sheets are deemed accepted within 10 days of submission unless Customer identifies a material reason in writing to reject them; and

e. any additional Contributions as set out in the Order.

2.2. Scheduling and management

Siemens is not responsible for Customer's scheduling, planning, project management, or any resulting delay or cost.

2.3. Hazardous materials and environmental conditions

2.3.1. **Customer site responsibilities.** If Services are provided at Customer's site, Customer will handle, store, dispose, and remediate the effects of any hazardous waste, hazardous materials on-site (including asbestos), geological or geothermal conditions, archaeological findings, or other conditions that require special treatment or have a negative effect on the Services, the environment or personnel.

2.3.2. **Reimbursement and suspension.** Customer will refund Siemens for all costs caused by the discovery or handling of any such materials or conditions. If a health or safety risk arises during the provision of the Services, Siemens may suspend the Services until such risks are removed.

2.4. Remote support

2.4.1. **Remote support.** Siemens may provide the Services remotely.

2.4.2. **Remote access.** If Siemens needs remote access, Customer will, at its expense:

a. provide an access-controlled internet connection (e.g., wired or wireless broadband connections via DSL, UMTS, or LTE) that meets the technical requirements of a secure remote connection;

b. grant Siemens necessary access to Customer's assets to provide the Services;

c. activate and accept each remote access of Siemens (if agreed); and

d. have a qualified person authorized by Customer and familiar with Customer's assets and production system at its site.

2.4.3. **Remote access functionality**

a. **Use of Siemens remote access functionality.** If agreed in the Order, Siemens will provide remote access functionality. Customer will check that the security standards are compatible with its operating environment, security requirements, and internal policies.

b. **Use of Customer remote access functionality.** If Customer provides remote access functionality, it will ensure the confidentiality and integrity of the remote connection and its availability. Siemens will not be liable for the use of this Customer remote access functionality and it can reject if it does not comply with common security standards.

3. Delivery and performance

3.1. Acceptance

3.1.1. **No acceptance required.** Acceptance of the Services is not required unless agreed otherwise in the Order.

3.1.2. **Acceptance required.** If the Order requires acceptance:

a. Siemens will issue a notice of completion if the Services or an agreed portion are ready for acceptance; and

b. Customer will accept unless the Services are carried out in breach of Section 4. In this case, Customer will describe the breach in a written notice of rejection and Siemens will:

- remedy it within a reasonable time (or as agreed by the parties); and
- resubmit for acceptance.

3.1.3. **Deemed acceptance.** The Services or agreed delivered portion are deemed accepted on the earlier of:

a. 10 business days from completion notice if Customer has not given a rejection notice; or

b. the date the delivered portion is put into productive use.

3.2. Delivery and performance dates

Any dates in the Order are estimates and non-binding. However, if Customer obtains Siemens' written consent to specific delivery or performance dates expressly subject to liquidated damages ("Binding Dates"), Section 3.3 will apply.

3.3. Delay

3.3.1. **Start of delay.** The start of delay for delivery of the Services is determined by law. In any case, a reminder from Customer is required.

3.3.2. **Liquidated damages.** If Siemens is solely responsible for delaying Binding Dates and Customer suffers a loss, Siemens will, after a grace period of 1 week, pay liquidated damages equal to 0.5% of the price for the delayed portion of the Services for every full week of delay.

Aggregate liquidated damages will not exceed 5% of the price for the delayed portion of the Services.

3.3.3. **Termination for delay.** Customer may only terminate the Order for delay if:

a. the maximum liquidated damages are payable; and

b. a reasonable additional delivery or performance period has expired.

3.3.4. **Exclusive remedy.** This Section 3.3 sets out Siemens' entire and exclusive liability for delay and excludes all of Customer's other rights and remedies for delay.

This does not apply to the extent that liability is based on:

a. intent;

b. gross negligence; or

c. negligent personal injury to life, body, or health.

The above provisions do not change the burden of proof to the disadvantage of Customer.

Warranties

4. Service warranty

4.1. Applicability

Section 4.2 governs qualitative impairment of performance for services for which a success is not owed. For other services Sections 4.3 - 7 apply.

4.2. Qualitative impairment of performance for services for which a success is not owed

4.2.1. **Standard of care.** Services for which a success is not owed are performed in a professional manner with the level of care reasonably expected under similar circumstances. Siemens does not warrant a specific outcome unless agreed otherwise in the Order.

4.2.2. **Remedies.** Customer will notify Siemens in writing of any breach of the Services warranty promptly upon discovery. To the extent Siemens is responsible for the non-contractual performance, Siemens will remedy all breaches by reperforming the Services (onsite or remotely) within a reasonable time.

4.2.3. **Time limit.** Customer's claims become time-barred 12 months after performance of the Services.

4.3. Definition of defect

Siemens warrants that the Services are free from defects at the time of performance or acceptance (if agreed in the Order). The freedom from defects is determined by law. The basis is the Siemens specification described or referred to in the Order as well as the quality expressly agreed upon ("Beschaffenheitsvereinbarung") by Siemens and Customer. Details as to quality or possible use of the Services, etc. are merely a description of the Services and not guarantees. Further characteristics beyond the express agreed quality (negative quality) or a specific intended use are not owed.

5. Services warranty period

5.1. Original warranty period

5.1.1. **Warranty period.** The warranty period for Services with regard to claims for repair or replacement, the right to rescind the Order or to reduce the price is 12 months following

a. performance; or

b. acceptance (if agreed).

5.1.2. **Exception.** This warranty period does not apply:

a. where longer periods are prescribed by law according to Sec. 634a para.1 No.2 BGB (defects of a building);

b. in case of intent;

c. in case of fraudulent concealment of a defect; or

d. non-compliance with guaranteed characteristic ("Beschaffenheitsgarantie").

5.2. Warranty period for re-performed Services

The warranty period for re-performed Services is 6 months from reperformance if the original warranty period expires earlier. In any event, the warranty period ends no later than 18 months from the beginning of the original warranty period.

6. Warranty claims

6.1. Notification

Customer will notify Siemens in writing of any breach of the Services warranty promptly upon discovery and always within the applicable warranty period.

6.2. Remedies

Siemens will remedy all breaches by reperforming the Services (onsite or remotely) within a reasonable time.

6.3. Duty of cooperation and reimbursement

In case of warranty claim, Customer will:

a. at its expense:

- provide Siemens access to the defective portions of the Services;
- perform any necessary disassembly and reassembly; and
- provide Siemens access to operation and maintenance data.

b. pay Siemens for any diagnostic and remedial work if it is established that no breach of the warranty existed.

6.4. Failure to remedy

If Siemens fails to remedy a defect, Customer may, provided the statutory provisions are met, rescind the Order or reduce the price.

7. Warranty exclusions

7.1. Time limit

Any warranty claim is excluded after the applicable warranty period expires.

7.2. Exclusions

Siemens excludes any warranty or liability:

a. for faulty or negligent handling, or unusually excessive use;

b. for non-compliance with instructions in the Order, manuals, and similar documents available to Customer;

c. failure to provide required Contributions;

d. for non-reproducible software errors;

e. for any cause outside of Siemens' control;

f. for modifications or repairs made by anyone other than Siemens or their authorized representatives; or

g. for use or implementation of suggestions, recommendations, reports, or other documents, including the outcome.

Siemens is not liable to the extent that the defect is attributable to Customer's obligations and Contributions.

8. Exclusive remedy

Sections 4 - 7 state Siemens' entire liability and Customer's exclusive rights and remedy for warranty claims and claims for qualitative impairment of performance. The exclusion of the right to claim Damages does not apply if liability is based on intent, gross negligence, fraudulent concealment of a defect, non-compliance with guaranteed characteristics, personal injury, death or health.

The above provisions do not change the burden of proof to the disadvantage of Customer.

Siemens makes no other warranty, express, implied, or statutory, about the Services, including any warranties of merchantability and fitness for a particular purpose.

Intellectual property rights

9. Retained Intellectual Property

Each party will retain all rights in the Intellectual Property they developed or acquired outside of the respective Order.

10. Developed Intellectual Property

Any Intellectual Property developed under an Order as part of the Offering is owned by Siemens and licensed to Customer as specified in Section 11.

11. Siemens license to Customer

Siemens grants Customer a non-exclusive, worldwide, perpetual, and non-transferable right to use Siemens' Intellectual Property as part of the Offering:

a. in unmodified form; and

b. for Customer’s internal business purpose.

Additional license rights and restrictions may be stated in the respective Order.