

## Conditions of Purchase

Dated: 01 January 2014

### 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 agreement if the Customer accepts such in writing. These general conditions shall apply to the contracting of all equipment, materials, and services. Any type of standard sales conditions established by the Supplier shall therefore be excluded. Participating in a tender process organised by the Customer, by means of the Supplier submitting a bid, shall automatically imply knowledge and acceptance of these general conditions should the contract or order envisaged in the tender be awarded. Any exception to any of these general conditions by the Supplier, shall only be valid if, when set down in writing, it has likewise been accepted by the Customer.
- 1.3 Any exception thus agreed shall only be applicable to a specific contract or order and may not be extended to other past or future contracts or orders. The acceptance of deliveries or services as well as payments do not constitute such agreement.

### 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, to integrate them into other products and to distribute them worldwide;
  - 2.1.2 to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software;
  - 2.1.3 to sublicense the right of use under section 2.1.2 above to affiliates (as defined by article 42 of Spanish Commerce Code) to other distributors and end customers;
  - 2.1.4 to license affiliates (as defined by article 42 of Spanish Commerce Code) and other distributors, to sublicense the right of use under section 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 (as defined by article 42 of Spanish Commerce Code) or other 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 section 2.1.6 above to affiliates (as defined by article 42 of Spanish Commerce Code) and other distributors.
- 2.2 In addition to the rights granted in section 2.1 above, the Customer, affiliates (as defined by article 42 of Spanish Commerce Code) and other distributors are authorized to allow end customers to transfer Software 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"

In the context of this provision "Open Source Software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the products and services delivered by the Supplier contain open source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:

  - The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code
  - A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license
  - A written declaration that through the intended use of the open source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from these, may only be

distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Should the Supplier not indicate until after receipt of the order that its products and services contain open source software, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

The Supplier guarantees to the Customer and is obliged to documentarily certify with if so required, that it has the registrations of trademarks, invention patents, utility models, industrial designs, or of the corresponding licenses on said rights as well as the mandatory license to exercise the activity, when the activity requires special authorization for compliance with the object of the Contract and that they do not infringe third party rights. The Supplier shall protect the Customer from all responsibility due to infringements of the industrial or intellectual property rights it may incur in, and it undertakes to hold the Customer harmless from the claims or suits that it may be directed against the Customer due to said infringements, and even to procure at its exclusive expense the patents, licenses or rights necessary, and to compensate the Customer for all damages that may directly or indirectly follow for it from said claims or suits.

### 3. Term and Penalty for Breach

- 3.1 For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.
- 3.2 Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought.
- 3.3 If - in the event of delay - the Supplier cannot prove that he 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/order. The imposition of penalties shall not preclude the Supplier from fulfilling its contractual obligations to the Customer; nor shall it release the Supplier from liability for damages to which the Customer may be entitled as a result of the Supplier's non-compliance.

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

- 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 designated place of receipt.
- 4.2 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, 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. Notice of dispatch shall be provided immediately with the same information.
- 4.4 If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.
- 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 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations under this section 4.

### 5. Invoices

- 5.1 Invoices should be made out using the tax number and details indicated in the purchase order.
- 5.2 Siemens will return all invoices in which any legal or contractual information is missing, such as: payment date, if it differs from the issue date, purchase order number, as well as its position; etc. Copies of the invoices must be clearly marked as "Copy"

## 6. Payment

- 6.1 All payments will be made according to the conditions agreed in each case between the parties, which shall conform in all cases to the existing legislation, especially regarding late payments regulation (*Ley de Medidas de Lucha contra la Morosidad en Operacions Comerciales*). The Customer accepts confirming as a method of payment subject to the aforementioned legal requirements
- 6.2 The period for payment shall commence as soon as any delivery or service is completed according to the contractual conditions. 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.
- 6.3 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Contract.

## 7. Inspection upon receipt

- 7.1 The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.
- 7.2 Should the Customer discover any deficiency in the course of these inspections, it shall inform the Supplier of such deficiency. Should the Customer discover a deficiency at any later stage, it shall also notify the Supplier.
- 7.3 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.
- 7.4 In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

## 8. Warranty

- 8.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 8.8, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide reperformance 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.
- 8.2 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:
- a) cancel the contract in whole or in part and claim compensation from the Supplier for damages; or
  - b) demand a reduction in price; or
  - c) undertake itself any repair at the expense of the Supplier; or
  - d) demand that the Supplier provide the services again; or
  - e) replace the deliveries
- The above options are without prejudice to the Customer's right to claim compensation for the damages suffered.
- 8.3 Any rectification may take place without a further deadline at the expense of the Supplier if delivery is after the original deadline.
- 8.4 The same shall apply 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 reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.
- 8.5 Additional or other statutory rights are not affected hereby.
- 8.6 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 8.8 shall begin to run once again.
- 8.7 The Supplier shall bear the costs and risk related to the return of deficient products.
- 8.8 The warranty period for material deficiencies is three years, insofar as no statutory provisions provide longer periods.
- 8.9 The warranty period begins to run with the transfer of risk (see section 4.1). 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.

## 9. Duty to Verify Title/Duty to Inform

It is essential that the products 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.

## 10. Subcontracting to Third Parties

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. Should the Supplier fail to pay its subcontractors, the Customer shall be entitled to withhold any outstanding invoices or payments due to the Supplier and pay them directly to the Supplier's subcontractors.

## 11. Provided Material

- 11.1 Material provided by the Customer remains the property of the Customer and is to be stored, labeled as property of the Customer and administered separately. 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 Supplier is responsible. This also applies to the transfer of allocated material.
- 11.2 Any processing or transformation of the material 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 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.

## 12. Tools, Patterns, Samples, Confidentiality etc.

- 12.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by 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 if the Supplier breaches these duties.
- 12.2 The Supplier shall not make available to any third party any information obtained from the Customer if such information is not already general knowledge or has not been lawfully obtained by the Supplier. Insofar as the Customer agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

## 13. Assignment of Claims

- 13.1 Any assignment of any claim is only allowed with the prior written approval of the Customer. The Customer can, with the sole requirement of notifying to the Supplier, assign the Contract in favor of any other company belonging to the same company Group as the Customer.

## 14. Inability to Pay/Insolvency of the Supplier

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are applied for or commenced in relation to the assets of the Supplier, the Customer may terminate the contract and/or any purchase orders issued thereunder. In the event of termination the Customer may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

## 15. Tax and Social Security Obligations of the Supplier

In accordance with Article 42 of the Workers' Statutes, should the Supplier carry out any work or service which corresponds to the actual activity of the Customer, before the work or service may begin and during the execution of the Contract the Supplier must present the Customer with the relevant certificate issued by the Spanish Tax Authorities stating that it is up to date with its tax obligations, as set forth in Article 43 of the Spanish General Tax Law, as well as the relevant certificate stating that it is up to date with its Social Security obligations, as set forth in Article 42 of the Workers' Statutes. Non-compliance with this clause may result in the automatic termination of the Contract by the Customer.

## 16. Code of Conduct for Siemens Suppliers, Security in the Supply Chain

- 16.1 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 of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

16.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

16.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, 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 Customer.

## 17. Environmental Protection, Duties to Declare, Dangerous Goods

17.1 Should the Supplier deliver products included in the so-called "Siemens List of Declarable Substances" applicable at the time of the order or subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances via the BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) online database no later than the date of the first delivery of products. With respect to statutorily imposed substance restrictions, the foregoing shall only apply to laws which are applicable at the Supplier's or Customer's registered address, or at the Customer's designated delivery address.

17.2 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier shall inform the Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation.

## 18. Export Control and Foreign Trade Data Regulations

18.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by 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- Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

18.2 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations according to 18.1, unless Supplier is not responsible for such breach.

## 19. Reservation Clause

Customer's obligation to fulfill the agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

## 20. Supplementary Provisions

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

## 21. Suspension/Cancellation of the Order

The Customer may temporary suspend and/or cancel the order in full or in part at no cost under the following eventualities:

- a) The Supplier breaches any of its obligations with the Social Security Administration or the Tax Agency.
- b) The Supplier breaches any of the basic order provisions or any of the General Conditions provisions.

In both cases, the Customer shall retain its rights over the cancelled part and shall be entitled to claim compensation for any damages caused by the breach.

Additionally, the Customer may terminate the contract prematurely, for any reason, by means of a registered letter or any other reliable method 60 days in advance of the date on which it intends to terminate the contract. In this case, the Supplier will be entitled to the payment of only those services provided up until the date of the termination of the contract.

## 22. Place of Jurisdiction and Applicable Law

Any controversy or dispute arising out of or in connection with this agreement shall be exclusively referred for resolution to the Courts of Madrid, Spain, to which jurisdiction the Supplier expressly consent.

This agreement, or its subject matter, shall be subject to the substantive laws of Spain, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.