

Conditions of Purchase

Status: December 01, 2017

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. In particular, the Customer is bound by the general terms and conditions of the Supplier only 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 (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, 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 section 2.1.2 above to affiliates (as defined by the article 42 of the Spanish Commerce Code), to contracted third parties, to distributors and to end customers;
 - 2.1.4 to license to affiliates (as defined by the article 42 of the Spanish Commerce Code), and other distributors the right 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 the article 42 of the Spanish Commerce Code), 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 section 2.1.6 above to affiliates (as defined by the article 42 of the Spanish Commerce Code), contracted third parties and distributors.
- 2.2 In addition to the rights granted in section 2.1 above, the Customer, affiliates (as defined by the article 42 of the Spanish Commerce Code) 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 components.
In the context of this provision "open source 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 (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source 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 open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents.
 - The complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

- 2.5 The Supplier shall by the time of order confirmation at the latest inform the Customer in writing whether any open source 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 open source 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 open source license, e.g. only if the source code is disclosed. In case any open source 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 ® 2010 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 % (zero point three percent) but not exceeding a total of 10 % (ten percent) of the total value of the contract. The above penalties do not exclude or limit the Customer's right to request to the Supplier to fulfill its contractual obligations and claim a compensation of damages to which the Customer may be entitled as a result of any failure of the Supplier.
- 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 ® 2010 and the Client accepts them. Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2010 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 ® 2010 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 section 4.3 hereunder. On Customer's request a Siemens routing order tool must be used by the Supplier. Transport shall be 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 ® 2010 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 60 (sixty) 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. 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 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 section 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:

- cancel the contract in whole or in part without being subject to any liability for damages; or
- demand a reduction in price; or
- 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
- 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 7.2 may be exercised 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 reasonable 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 Additional or other statutory rights are not affected hereby.

7.5 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 7.8 and 7.9 shall begin to run once again.

7.6 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)..

7.7 The warranty period for deficiencies of material is three years, insofar as no statutory provisions provide longer periods.

7.8 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.

7.9 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.

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 Supplier's suppli-

ers, 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 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.

9. 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. Subcontracting does not create any form of contractual relationship between the Client and the Supplier's Subcontractors. Subcontracting does not absolve the Supplier from any of its contractual responsibilities or obligations; rather, it assumes responsibility for the actions of its Subcontractors. In the event that the Supplier fails to pay the subcontractors, the Customer shall withhold invoices and payments due to the Supplier and pay those amounts to the subcontractors directly.

10. Provided Material

10.1 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 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 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 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.

11.2 The Supplier shall treat as confidential the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about the Customer in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties - and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or the Customer has not consented in writing to its transfer in the individual case. The Supplier shall use this information exclusively for the purpose of performing the deliveries and services. 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. The Customer may entirely or partly transfer the Order to any of its Affiliates and - in connection with any type of merger, consolidation, divestiture, dissolution and any other type of business combination or business reorganization, including, without limitation, the establishment of joint venture companies – to any third party

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.

13.2 (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 Supplier's financial situation thus threatening the due fulfillment of Supplier's obligations under the contract.

c) The Supplier fails to comply with any of its Tax or Social Security obligations.

d) The Supplier fails to comply with the basic provisions of the contract or with these General Conditions.

e) breach, the health and safety at work obligations

f) In the event that the contract between the Customer and End Customer is terminated or canceled.

In both instances, the Customer shall retain all rights over the defaulting party and may claim for damages as a result.

Furthermore, the Customer may terminate the contract early, for any reason whatsoever, by sending a letter by registered post or other reliable means to the Supplier with a 60-day notice of termination in advance of the date it intends to terminate the contract. In this scenario, the Supplier shall be entitled only to payment for services rendered until the day the Contract is set to be terminated.

13.4 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.

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

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 of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees and will act in accordance with the applicable environmental laws. The Supplier will take adequate measures to avoid the deployment of so-called conflict minerals and to create transparency over the origin of raw materials, and will use best efforts to promote this Code of Conduct among its suppliers.

14.2 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.

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 section 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.

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 further marketing in the European Economic Area or to which corresponding requirements apply regarding 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 are necessary to provide the proof of conformity of products with the respective requirements can be furnished 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 designated place of delivery requested 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 section 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. Export Control and Foreign Trade Data Regulations

The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). The Supplier shall advise the 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 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- the Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

17. 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.

18. 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.

19. Supplementary Provisions

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

19.2 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 sections 2, 3, 4, 7, 8, 14, 15 and 16, unless the Supplier is not responsible for such breach.

20. Place of Jurisdiction and Applicable Law

20.1 Spanish substantive law shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11th of April 1980. The court of jurisdiction shall be Madrid.

21. Protection of Personal Data

The personal data belonging to the Supplier, provided that it is a physical person, or its representatives or persons with whom they have a professional relationship, will be incorporated into a Siemens SA file, with address at 5, Ronda de Europa, Tres Cantos, Madrid, Spain. The purpose of the processing shall be to respond to questions and meet the obligations of the legal relationship that is intended to be created or that exists between the parties; and legitimisation shall be that of their own consent or that of the preparation or execution of the contract, respectively. The prospective offer of products and services is based on the consent that is requested, with the withdrawal of this consent under no circumstances conditioning the execution of the contract referred to. The data shall be stored until the purpose described is fulfilled, and for the legally established amount of time, which, in terms of the prevention of money laundering, may be extended for up to 10 years.

The Siemens Group companies, which can be found in the following link, https://www.siemens.com/investor/pool/en/investor_relations/faq/Siemens_AR2016_ListSubsidiaries313.pdf, will have access to Customer data in compliance with the Group's Binding Corporate Rules, for which a summary can be found here: https://findit.compliance.siemens.com/content/10000101/Compliance/CL_CO/CL_CF_DP/findIT_CL_CF_DP_3637.pdf

The interested party may write to the director mentioned below to exercise their rights of access, rectification, suppression, limitation or opposition to the processing, as well as, where possible, those of data

portability. If they provided their data for one or many specific purposes, they have the right to withdraw the consent without this affecting the legality of the processing based on the consent given prior to its withdrawal. For more information or to exercise your rights, please write to our Data Protection Officer at the following address: Siemens S.A., Compliance Department, 5 Ronda de Europa, 28760, Tres Cantos, Madrid. Alternatively, you can send an email to compliance.es@siemens.com.

Likewise, you have the right to file a complaint against the corresponding control authority which, in Spain, is the Spanish Data Protection Agency (Agencia Española de Protección de Datos). On the agency's website, interested parties can find models for exercising their rights: <https://www.agpd.es/>

22. Confidentiality

Both parties undertake to maintain absolute confidentiality regarding the content and execution of the agreements contained in the contract herein during its validity and after the expiration thereof, and to not use or communicate to third parties any trade secrets, industrial secrets or any other knowledge that it has obtained as a result of this contract, including its terms and conditions