## 1. General

1.1 All clauses in these General Terms and Conditions of Purchase that refer to the written form, such as "in writing", "in written form" or similar, are to be read in such a way that they can also be fulfilled by means of an electronic signature, using a software solution for electronic signatures.

Our orders are only binding if they are placed in text form (form of transmission that enables proof by text) using the Siemens ordering tool. In the case of defined exceptions, orders can be placed in writing. Oral and telephone agreements will be confirmed by us in writing or by using the Siemens ordering tool. Changes, amendments, specifications etc. can also be made in writing.

1.2 Unless otherwise agreed in writing for particular cases the present terms and conditions shall prevail for all our orders placed. Terms and conditions stipulated by supplier shall be binding upon us if and to the extent we have expressly accepted them in writing.

1.3 Should business transactions with any supplier be carried out mainly via EDI, the conditions to be applied shall previously be agreed upon in writing, specifying both the business partners and the respective business transactions.

1.4 Third parties within the meaning of these terms and conditions are also subsidiaries, holding and group companies.

## 2. Rights of Use, Rights of Development Designs, Open Source Software

2.1 Supplier shall grant us the worldwide, perpetual, non-exclusive, transferable right of use for the standard software included in the service. Supplier shall guarantee that it has the relevant rights of use and rights of sale at its own disposal and shall indemnify us from any claims of the third parties in connection with infringements of those rights.

2.2 As far as construction or development results emerge from the performance of the services, in case of a construction or development order, we shall hold property and exclusive use of all construction and development results deriving there from. Without our express written consent the constructions and developments shall neither be made available to third parties in whole or in part nor used for own or other purposes.

2.3 Supplier shall inform us - 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 supplier contain open source components, supplier shall comply with all applicable open source license terms and shall grant all those rights to us and provide all information which we need in order to comply himself with the applicable license terms. In particular, supplier must deliver to us promptly after the order is confirmed the following:

a. 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.

b. 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.

2.4 Supplier shall by the time of order confirmation at the latest inform us in writing whether any open source licenses used by supplier might be subject to a Copyleft Effect which could affect our products. In the context of this provision, “Copyleft Effect“ means that the provisions of the open source license require that certain of 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 supplier are subject to a “Copyleft Effect” as defined above, then we are entitled to cancel the order within two weeks of receipt of this information.

## 3. Documents and Auxiliary Material of Siemens

3.1 Documents (drawings; manufacturing, testing and delivery instructions; etc.) and other operating or auxiliary material (samples, models, etc.) we made available shall remain our property and shall be marked accordingly.

3.2 Without our express written consent the abovementioned documents shall neither be copied nor made available to third parties and be used for no other purpose but completing our order. The documents and auxiliary material shall be returned to us intact any time upon our request, at the latest, however, upon delivery of the goods, or - if expressly agreed - be stored by supplier until revoked.

3.3 Supplier shall be liable for any damage to our property and thus obliged to store and treat the documents and auxiliary material appropriately, and to insure them, in agreement with us, against possible damage.

## 4. Prices and Terms of Payment

4.1 The agreed prices are firm prices. Change in prices and respective other reservations shall only be binding if and to the extent they are expressly acknowledged by us in writing.

4.2 Each delivery shall be invoiced immediately upon shipping. A separate invoice shall be made out for each delivery indicating both VAT and our job order code. Invoices lacking this information are rejected. Registered c.o.d. consignments are not accepted.

4.3 Our payments are effected irrespective of an examination of the goods upon receipt at their destination. Consequently, our payments or partial payments do not constitute acknowledgment of quantity, price and quality. Thus, we shall still be fully entitled to legal claims even after payment of the goods.

4.4 Unless provided otherwise, our payments shall be settled not later than on the 90th day counting from the date of the invoice.

4.5 Assignment of claims against us as well as setting off against counterclaims is not permitted.

## 5. Deliveries and Services of the Supplier

5.1 The quantities specified in our orders shall be complied with. We reserve the right to place surplus parts at the disposal of supplier against full compensation of our expenses and in case of reduced quantity to insist on the performance of the quantity ordered.

5.2 Deliveries of suppliers and sub-contractors are object of our quality assurance system pursuant to ISO9001 / EN29001. Our suppliers and sub-contractors are appraised accordingly.

## 6. Packing and Shipping

6.1 Unless otherwise agreed, the costs of appropriate packaging are included in the agreed remuneration. If the transport costs are borne by us, readiness for dispatch must be notified immediately with the information in accordance with section 6.2 Packing shall be adapted to the goods and the mode of transportation. Preference shall be given to environmentally friendly packaging material. Loss and damage of goods attributable to defective packing shall be at supplier's expense. At our request, the Supplier shall be obliged to use a Siemens Routing Order Tool provided for the notification. The Supplier shall dispatch the deliveries at the lowest possible cost, unless Siemens has specified a particular mode of transport or the conclusion of the contract of transportation by Siemens. Additional costs due to non-compliance with the shipping instructions or non-use of the Siemens Routing Order Tool shall be borne by the Supplier. If DAP/DDP (named place of destination) is agreed in accordance with Incoterms ® 2020, we may also determine the mode of transport. Additional costs for any accelerated transport necessary to meet a delivery date shall be borne by the Supplier.

6.2 Each delivery / partial delivery shall contain a delivery note specifying our job order code, article no. and description of goods, net and gross weight and / or exact number of pieces. Partial deliveries shall be indicated as such.

6.3 Each document regarding the order shall at least specify our job order code.

6.4 As far as the Parties agree that the Supplier orders the transport of deliveries containing dangerous goods for account of Siemens, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by Siemens 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.

6.5 If we inform 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.

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**7. Dates and Periods of Delivery, Default in Delivery**

7.1 The dates and periods of delivery fixed by us shall be binding (also for partial deliveries). They shall be regarded as observed if the goods arrive at their destination prior to the expiration of the dates and periods fixed in accordance with Incoterms ® 2020.

7.2 Failure to observe the agreed dates and periods of delivery (also for partial deliveries) shall entitle us to waive performance of the service without granting an additional period of time, and to withdraw from the contract. Legal claims for damages shall be reserved.

7.3 For deliveries that effected earlier than agreed, we shall reserve the right to pay the respective invoice at the agreed time of delivery.

**8. Place of Performance, Passage of Benefit and Risk**

8.1 For deliveries involving installation, commissioning or services, the passage of benefit and risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by Siemens at the named place of destination/delivery according to Incoterms ® 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if:

a. the seat of the Supplier and the named place of destination are within the same country or if

b. the seat of the Supplier and the named place of destination are both within the European Union.

If neither (a) nor (b) are fulfilled, then DAP (named place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.

8.2 The place of performance for the delivery of goods is their destination, and for the payment it is our domicile.

**9. Examination, Warranty, Liability for Defects**

9.1 Supplier shall examine the quantity and quality of the goods before they are shipped.

9.2 Supplier shall be liable that the services according to the contract have no legal or physical defects and are both in perfect condition and made with high-quality raw materials fit for the intended use.

9.3 The obligation of immediate examination and notification according to Art 201 CO shall be waived. By the acceptance of our purchase order supplier recognizes order notifications of defects without adherence to a notification period as obtained in time.

9.4 The right to claims for rescission of sale, reduction in price, improvement or replacement and damages (Art. 205 et seq. and 368 CO) is reserved. Furthermore, we reserve the right to retain the payment fully or partly until, (i) if we require replacement, supplier has fulfilled his duty to deliver a faultless replacement or (ii) the circumstances regarding any rescission of sale, reduction in price and damages have been settled bindingly.

9.5 We do not accept reduction of the warranty periods provided by the law. In any case the warranty period shall be not less than 2 years starting with receiving espectively acceptance on the occasion of a separately agreed formal acceptance test (whichever occurs later).

**10. Product Liability**

We will immediately notify supplier of any defect in the product known to us, if the defect caused or could cause an accident resulting in death, personal injury or material damage, and discuss the steps to be taken together with supplier. Supplier shall support us in the dispute with the injured and indemnify us against legitimate claims as well as for costs of any recall action attributable to defects in the goods for which supplier is responsible.

**11. Liability**

Supplier shall fully indemnify us from any harm or claims in connection with services, as well as from any claims of third parties, regardless of their legal cause, be it warranty, default, product liability, infringement of industrial and intellectual property rights or any other cause.

**12. Confidentiality**

Supplier shall not make available to any third party any information obtained from us or the present business relationship. Insofar as we agree to any subcontracting to a third party, such third party shall agree to such terms in writing.

**13. Disclosure of the Business Relationship, Data and Information**

Supplier shall agree that all data and information required for the business relationships or resulting from said relationships, especially contractual documents and papers as well as data and information necessary for the performance of the contract of and about supplier and their auxiliary persons (Hilfspersonen) may also be stored outside Switzerland. Furthermore, all this data and information may be disclosed to Siemens AG as well as to their associated companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for Siemens-internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.

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

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

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

14.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under 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.

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

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

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

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

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15.2 Should the Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" 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 no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or the Customer or at the place of destination named by the Customer.

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

The Supplier and Customer shall comply with the applicable data protection laws for the protection of personal data in relation to their respective obligations under this agreement. Insofar as the supplier acts as a processor of Siemens with respect to the personal data provided by Siemens, the provisions of the Data Processing Agreement, including the technical and organizational measures described therein and the order-specific annexes to be supplemented in individual cases, shall apply with priority as part of the agreement.

## 17. Cybersecurity

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

17.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

17.3 Should products or services contain software, firmware, chipsets, integrated circuits or generic functional blocks ("Digital Products"):

a. Supplier shall comply with safe and secure state-of-the-art development methods including secure coding standards (such as OWASP standards, NIST Secure Software Development Framework SP800-218 or similar), equivalence checks, code reviews, and threat and risk analysis.

b. Supplier shall ensure that Digital Products shall be designed, developed and produced in such a way that they ensure an appropriate level of cybersecurity based on the risks, including the minimization of negative impact on the availability on other products, connected devices or services. Further, Supplier shall ensure that Digital Products are made available with a secure-by-default configuration (incl. secure data transfer, the possibility to reset to the original state with the secure and permanent removal of all data and settings).

c. Supplier shall ensure that Digital Products provide security related information by recording and monitoring relevant internal activity, including the access to or modification of data, services or functions, with an option to disable this feature.

d. During the whole lifecycle of a Digital Product (including but not limited to design, development, production, delivery and maintenance), Supplier shall implement and maintain appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the Digital Product. Such measures shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

e. Supplier shall continue to support and provide services to repair, update, upgrade and maintain Digital Products including the provision of patches to us remedying vulnerabilities and other cybersecurity risks for the expected use time of the Digital Products.

f. Supplier shall provide to us a software bill of materials in a commonly used and machine-readable format (e.g., CycloneDX version ≥ 1.4 or equivalent) to the following address: sbom.cys@siemens.com, and a bill of materials, both identifying Digital Products including all third-party Digital Products. The Digital Products shall contain all necessary security updates at the time of delivery to us.

g. Supplier shall grant us the right, but we shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support us.

h. Upon our request, Supplier shall promptly provide to us all documents and information which are necessary to demonstrate the conformity of Digital Products as part of our products with statutory requirements.

i. For integrity reasons, Supplier shall ensure that all software-related components provided to us are digitally signed. If Supplier fails to provide a signed version and does not remediate this within a reasonable time frame set by us, we may digitally sign these components itself independently of Supplier. Any warranty rights we may have remain unaffected by this provision.

17.4 Supplier shall provide us with a contact for all cybersecurity-related issues (available during business hours).

17.5 Supplier shall promptly, and in a structured and machine-readable format notify us and the following Siemens Cybersecurity contact addresses of all relevant cyber threats, incidents occurred or suspected and vulnerabilities discovered and/or actively exploited in any Supplier Operations, services and products, if and to the extent we are or are likely to be materially affected:

a. for cyber threats and incidents: cert@siemens.com;

b. for vulnerabilities: svm.ct@siemens.com.

The notification shall contain any information reasonably required to assess the impact and to enable us to comply with its statutory obligations.

The notification shall be made before any public disclosure of fixed vulnerabilities, allowing us reasonable time to implement security updates or remediation measures.

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

17.7 Upon our request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

## 18. Export control and Foreign Trade Data Regulations

18.1 The Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all deliveries and services to be provided according to this contract. The Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.

In particular, the Supplier represents and warrants that none of its deliveries nor its services provided under the contract contain prohibited products and/or services under the Foreign Trade Regulations applicable to the Customer (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).

18.2 The Supplier shall advise us in writing within two weeks of receipt of the order and in any case before delivery - and in case of any changes without undue delay - of any information and data required by the Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

a. including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN)

b. all applicable export list numbers

c. the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

d. the country of origin (non-preferential origin); and - upon request of the Customer- documents to prove the non-preferential origin; and

e. the preferential country of origin, and, upon request of the Customer, documents pursuant to the requirements of the applicable

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preferential law to prove the preferential origin (e.g., supplier's declaration).

18.3 In the event of changes to the origin or characteristics of the goods or services or the applicable foreign trade law, the Supplier shall update the Export Control and Foreign Trade Data as soon as possible, but no later than 2 weeks before the delivery date, and notify Siemens in text form. The Supplier shall bear all expenses and damages incurred by us due to the absence or inaccuracy of export control and foreign trade data.

**19. Reservation Clause**

We shall not be obligated to fulfill this agreement 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.

**20. Applicable Law**

The present contractual relationship shall be governed by Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("the Vienna Law on the International Sale of Goods") shall be excluded.

**21. Jurisdiction**

Place of jurisdiction shall be Wallisellen. We reserve ourselves, however, the right to sue supplier at its seat.

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