

1. **Applicable conditions.** Siemens Mobility B.V., hereinafter referred to as Siemens, issues quotations and enters into agreements for the supply of goods, the use of standard software and the performance of additional services, exclusively on the basis of the General Terms of Delivery set out below. Any deviations or addenda thereto require Siemens' express written consent. Should any provision in the agreement be invalid, the other provisions remain in force without prejudice, unless the agreement then becomes obviously unreasonable to uphold.
2. **Special provisions for the use of standard software and for additional services.** If Siemens provides standard software, the Special Provisions for the use of standard software shall also apply in addition to these General Provisions. If Siemens renders additional services in addition to the supply of goods or standard software, Siemens' Special Provisions for Additional Services such as installation, commissioning, assembly, maintenance, review and repairs as well as consulting, training and support also apply in addition. In the event of conflict, the Special Provisions take precedence over the General Provisions.
3. **Quotation; conclusion of agreement.** Quotations issued by Siemens are without prejudice and subject to confirmation, and an agreement binding on Siemens shall only come into effect after Siemens issues written confirmation of an order or order confirmation from the customer. The illustrations, drawings, dimensions, weight specifications, etc. pertaining to a quotation shall be regarded as an estimate unless Siemens has expressly stated that they are to be regarded as an accurate specification.
4. **Prices.** All prices specified by Siemens are exclusive of the VAT payable in the context of the agreement. This is charged separately. The price of the goods to be supplied excludes the services to be rendered and is delivered carriage paid to delivery address.
If the cost price of goods ordered, including the costs of wages and materials, have escalated between the time the agreement was concluded and the date of delivery, Siemens shall be entitled to increase the prices accordingly.
5. **Payments.** Payments are due no more than 30 calendar days after the invoice date. If Siemens has reason to believe that the customer may not comply with its payment obligations, such as in the event of a suspension of payments, bankruptcy or an application for bankruptcy on the part of the customer, seizure, shut-down or liquidation of the company, previous payments not paid on time, etc., Siemens may require full payment in cash before or on delivery.
In the event of late payment, the customer shall be liable to pay interest on the outstanding amount at the statutory rate without notice. Interest shall also be charged on any interest due but not paid after one year. Any collection costs incurred by Siemens shall also be borne by the customer. In the event of late payment, including the failure to comply with the abovementioned request for cash payment in advance or on delivery, Siemens shall be entitled to suspend performance under the agreement until such time as full payment is received and, if the customer fails to pay in full after a written notice has been sent, to terminate all or part of the agreement. The above does not affect Siemens' right to compensation.
Amounts may not be offset against claims against Siemens. In the case of bankruptcy, suspension of payments or seizure on the part of the customer, all amounts owed by the customer to Siemens shall be due and payable immediately and in full, and Siemens may offset any claims immediately.
6. **Delivery; acceptance.** If Siemens uses Incoterms, the version in force on the date the quotation is issued applies.
The delivery period starts on the day on which the agreement comes into force or on the day on which an agreed advance payment is paid in full and all information to be provided by the customer which is relevant to the execution of the agreement is received, whichever is the later.
Siemens shall only be deemed to be in default for failing to meet a deadline if it fails to comply with all or part of its obligations towards its customer as a result of circumstances that are attributable to it and after the expiry of a reasonable additional period of time the customer has granted in writing. In that case, the customer shall only be entitled to terminate the agreement if it cannot reasonably be expected to uphold it.
Siemens is authorized to make partial deliveries. The customer is obliged to accept the goods or services. A defect such as the non-availability or partial availability of the appropriate documentation that does not seriously impede the use of the goods delivered or services rendered shall neither constitute grounds to claim failure to meet a deadline nor to refuse to accept or pay for the goods or services. This shall not affect the customer's right to have the shortcoming rectified as soon as possible.
7. **Transfer of risk and ownership.** The risk for goods being supplied always passes permanently to the customer at the time of arrival at the agreed place of delivery.
Title to goods supplied only passes to the customer once the customer has paid all amounts owing to Siemens in connection with the supply of these goods as well as other goods supplied by Siemens previously or subsequently, including the related services, interest and costs.
In the event of late payment, Siemens shall be entitled to repossess or arrange for the return of any goods delivered without further notice of default and without legal intervention and the customer authorizes Siemens in advance to access all sites in an around the customer's business to this end. The customer is entitled to use any goods subject to retention of title as part of its normal business activities. However this does not include encumbering such goods with rights or security interests.
8. **Non-attributable failure; force majeure.** Failure to comply with an obligation shall not be regarded as attributable if it is the result of or is related to a circumstance which is beyond the control of the party concerned, whether it could have been foreseen or not. Such circumstances include but are not restricted to: war or a similar circumstance, mobilization, riots, sabotage, terrorism, threats of terrorism, fire, lightning strike, implosion, explosion or escape of dangerous gases or substances, natural disasters, extreme weather conditions, strikes, sit-ins, boycotts or blockades and measures taken by a domestic or foreign Government such as the imposition of import, export, delivery or production bans.
If a party fails to comply with the agreement, without this being attributable to the party concerned, and if it remains impossible to comply with the agreement on a permanent basis, the agreement may be terminated with immediate effect. If compliance is not permanently impossible, the delivery period will be extended with the period during which compliance was impossible, including time required for resumption, and the agreement may only be terminated by either of the parties after an extension period of at least seventy-five consecutive calendar days.
If Siemens incurs extra costs in complying with the agreement as a result of circumstances not attributable to Siemens, Siemens shall be entitled to charge these costs on to the customer in all reasonableness.
9. **Defects in goods and services rendered.** If goods supplied or services rendered display a defect, the customer shall be entitled to require Siemens to rectify the defect free of charge, either by means of repair, replacement or re-execution, at Siemens' discretion, provided that the following conditions are met:
 - It is reasonably possible to rectify the defect;
 - The cause of the defect is attributable to Siemens;
 - The defect comes to light within 12 months of the handover of the item concerned or the notification that the service was performed;
 - Siemens is notified of the defect in writing within 14 days of the time when it could reasonably have been discovered;
 - Any additions or alterations to the goods supplied or the services performed, repairing of faults or maintenance activities have been carried out by Siemens or with Siemens' prior written consent;
 - Any consumables used comply with Siemens' specifications.
 Costs incurred for disassembly and assembly of the goods supplied are for the customer's account. If the repair is not performed on the original site of delivery Siemens may additionally charge transport costs and travel and accommodation expenses.
Siemens may request that an item needing repair be returned to its address or to an address, specified by it free of charge.
Siemens is entitled to rectify defects on its own initiative.
Any components that become available as a result of a replacement shall remain/become Siemens' property.
The abovementioned obligation to rectify defects also applies to defects in repairs for a period of three months after the repair is carried out, but up to the end of the original period of 12 months as a very minimum.
An agreement may only be completely or partially terminated as a result of a defect insofar as the customer cannot reasonably be expected to uphold it.
10. **Liability for damage.** If the customer suffers damage for which Siemens can be held liable, the customer shall be compensated solely according to the following provisions, regardless of the grounds on which the claim for compensation is based.
In the event of damage which the customer can prove to have suffered as a result of Siemens' failure to meet a deadline, the customer shall be entitled to compensation of 0.5% up to a total of 5% of the price, excluding VAT, of that part of the agreement that was not executed on time for each full calendar week of the delay.
Siemens shall pay compensation for other damages only insofar as it concerns personal injury or damage to property. Compensation shall not be paid under any circumstances for loss of income, profit or revenue, loss of production, loss due to business interruption, loss of information including the costs of restoring it, loss of anticipated savings, loss of contracts, wages paid in vain, any increase in operating costs, excess costs incurred due to external purchasing, and discounts or penalties payable to third parties.
With the exception of personal injury, which qualifies for full compensation, Siemens shall not be liable for compensation of more than EUR 500,000.00 per event, whereby a series of related events are considered as a single event, and never more than EUR 1,500,000.00 in total.
The right to compensation for damage shall expire if no claim is made in writing within 14 days of the discovery of the damage. No compensation shall be paid for damage that comes to light more than 12 months after the handover of the goods concerned or the notification that the service has been performed.
Insofar as Siemens gives advice without an agreement in place covering the provision of such advice, such advice is given without prejudice and Siemens accepts no responsibility whatsoever for such advice.
Third parties involved in the execution of the agreement may invoke the same defense against any claims made by the customer as that which Siemens is entitled to invoke on the basis of these conditions.
11. **Intellectual property rights.** Siemens reserves all rights, including that of intellectual property rights, relating to the information made available to a customer in the context of performing an agreement, for example in the form of drawings, diagrams, designs, calculations, descriptions, software or relevant documentation. The information may not be made available to third parties without explicit permission from Siemens, and may only be used within the framework of creating and executing the agreement by the customer. Should no agreement come into existence the customer shall immediately return the information carriers, including the quotation, and any copies thereof to Siemens when first requested to do so.
12. **Export.** If the customer exports the goods supplied by Siemens, the customer shall be obliged to comply in this connection with the national and international export regulations applicable to him and shall indemnify Siemens against all claims from third parties in relation to infringement of these export regulations.
13. **Applicable law, disputes.** Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern agreements between Siemens and the customer. The competent court of The Hague shall have sole jurisdiction over disputes between the customer and Siemens.