

General Terms and Conditions of the DI CS Division of Siemens Zrt.

Status: 2020

1. Terms and definitions

GTC: these general terms and conditions;

Party, Parties: Service Provider and Customer;

Discount: A Discount from the List Price provided by Siemens Zrt. to the Customer at the discretion of Siemens Zrt.;

Project Discount: An advantageous condition provided to the Customer, which is exclusively for a certain work or Purchase Order;

List Price: The net price of the Products, before any Discounts, published by the international Siemens AG and Siemens Zrt.;

Purchase Order: a purchase order issued by the Customer to Service Provider for the purchase of Products and/or Services, including purchase orders sent electronically;

Hungarian Civil Code: the New Civil Code (Act V of 2013);

Intellectual Property/Property Rights: All information and data relating to the Contract, proprietary technology, know-how, and all industrial and intellectual property rights related to the Contract, which are created either before the conclusion of the Contract or during its performance;

Service Provider: Siemens Zrt.'s service business operating within the DI division;

Contract: all agreements concluded between Service Provider and the Customer, with all annexes and schedules attached there to;

Services: the services that Service Provider is required to provide under the applicable Contract, which includes the provision of service activities and the sale of Products;

Product: products distributed by the DI division of Siemens Zrt.;

Purchase Price: the List Price of Products reduced by any applicable Discounts or Project Discounts that the Customer is obliged to pay to Service Provider;

Service Fee: means the price of the Services set by Service Provider and the Purchase Price of the Products; Service prices are indicated on the Service Provider website;

Customer: a non-consumer party concluding a Contract with Service Provider for the provision of the Services and the sale of the Service Products, all its representatives, as well as their employees acting, on the basis of a mandate, employment, or other legal relationship.

2. Scope of application of the GTC

- 2.1. Service Provider is part of the Digital Industries division of Siemens Zrt. (DI) and services the Products distributed by the DI division of Siemens Zrt. in accordance with the conditions set forth in these GTC. Service Provider performs its activities on the basis of the specific Contract concluded with the Customer and the provisions of these GTC. Where a specific Contract is concluded with the Customer, these GTC will form an inseparable part thereto. These GTC apply only to the Services specified in this section.
- 2.2. Except for any provisions to the contrary contained in the specific service Contract concluded with the Customer, these GTC govern the legal relationship between Service Provider and the Customer. *The Customer's general terms and conditions shall apply only if they have been expressly accepted in writing by Service Provider.*
- 2.3. Service Provider draws the Customer's attention to the fact that the GTC contain provisions that differ from the regulations contained in the Hungarian Civil Code, which in some cases may differ from the standard contractual practice or the contractual terms previously applied between the parties. *Together with placing the Purchase Order the Customer declares that the GTC shall apply between the Parties and declares to have expressly accepted, read and understood the terms of the GTC – including the regulations highlighted with italics in the GTC – based on specific information provided to it. Acceptance of the GTC also means acceptance of the Service Fees indicated on the current Service Provider website. The parties exclude the application of Section 6:63(5) of the Hungarian Civil Code.*
- 2.4. The performance of the contract by Service Provider is subject to the condition that the performance is not hindered by impediments

arising in light of national and/or international regulations, in particular export control regulations.

3. Payment terms

- 3.1. Service Provider is unilaterally entitled to determine the payment terms for the particular service event. *Payment can be made as requested by Service Provider after completion of the service works or prior to it by making an advance payment. In the latter case, Service Provider will only start service works if the issued invoice for advance payment has been fully settled.* If the service costs exceed the amount of the advance payment, Service Provider is entitled to issue another invoice for advance payment and is entitled to suspend its performance until this amount is settled. Service Provider is entitled to issue an invoice for the Service Fee after the completion of the Services.
- 3.2. *Service Provider reserves the right to issue partial invoices corresponding to the partial completion of the service works unless the Contract expressly provides otherwise.*
- 3.3. The Customer is obliged to perform wire transfer the Service Fee invoiced by Service Provider to the bank account number indicated by Service Provider, within 30 days from the date of the invoice.
- 3.4. In case of late payment, Service Provider is entitled to charge the default interest rate specified in the Hungarian Civil Code in force.
- 3.5. Unless otherwise provided by the Parties, the currency of payment shall be: Hungarian forint. In the case of a different currency specified in the Contract, the settlement shall take place at the exchange rate applicable on the date of performance.
- 3.6. *Disputed Invoice – If Customer disputes all or part of the Invoice, it must send a written notification to Service Provider on the disputed amount within twenty-one (21) days of receipt of the Invoice, in which Customer must contest in merit the legal title, amount, and due date of the debt. After the above-mentioned deadline, the invoice shall be deemed to have been legally accepted and the claim recognised.*
- 3.7. Payment is deemed to have been made at the time the Service Fee is credited to the bank account of Service Provider.
 - 3.7.1. *Purchase Price applicable to the sale of Products:*

The List Price of the Products is published by Siemens AG from time to time. Discounts and Project Discounts apply if Service Provider and the Customer expressly agree to them in writing as part of the Contract.
- 3.8. Normal working hours also include preparation, closing, and travel times.
- 3.9. *If a night stay is required, we charge a fixed amount of HUF 39,600 + VAT. Accommodation costs incurred will also be billed separately.*
- 3.10. *Service Provider is entitled to apply a special hourly rate instead of the basic hourly rate. The application of the special hourly rate depends on the competence required for the technology to be repaired, which Service Provider is entitled to apply at its own discretion. The need for an hourly surcharge is always communicated in advance by Service Provider. If the preparation, work, or travel lasts even during 4.35pm-10.00pm or 06.00am-08.00am on a working day, a 35% surcharge applies on top of the above basic hourly rate (1.35 x basic hourly rate). If the preparation, work, or travel takes place outside the period between 8.00am and 4.35pm on a public holiday, a 100% surcharge applies on top of the basic hourly rate (2 x basic hourly rate). **Service Provider does not provide service on red-letter days.***
- 3.11. *If the customer calls out service as an emergency and the call-out visit occurs on the working day of the fault report or the following working day, a 40% surcharge applies on top of the above basic hourly rate (1.4 x basic hourly rate) during normal working hours. The communication of the above increased hourly rates does not constitute an automatic commitment to the service in question.*
- 3.12. The fee for the repair or replacement of the modules and the fee for the use of diagnostic tools, in addition to the provisions of Section 3.7 and these GTC, shall be determined on the basis of a separate price quotation given at the Customer's request.
- 3.13. *Unless otherwise stated, prices are exclusive of VAT.*

4. Performing the service activity

- 4.1. Service Provider performs its activities based on the Customer's fault report. In the fault report, the Customer is obliged to describe the fault as accurately as possible. All delays, costs, etc. resulting from inaccuracies or unrealistic fault reports shall be borne by the Customer.
- 4.2. In the fault report, the Customer must provide the name and contact details (mobile phone number) of the person who will support the Service Provider's Representative on site and certify the worksheet. When the time of the representative's arrival is known exactly, Service Provider will notify the indicated person of the time of arrival. Every time when leaving the location of the call-out, the worksheet must be drawn up, and the activity performed, the number of hours worked, and other items incurred must be recorded on it.
- 4.3. Essentially Service Provider complies with call-out requests in the order they are received. *In case information on call-out time is provided*

by Service Provider to the Customer, this is not binding, but indicative only.

- 4.4. The call-out fee following the Customer's report of a fault includes the cost of diagnosing the fault – essentially the Hourly Fee and the Travel Cost incurred with the call-out. Troubleshooting does not include on-site inspection of modules and components, expertise to support an economic decision, or fees for the use of special tools/instruments.
- 4.5. During the call-out or troubleshooting, the operator of the production equipment on behalf of the Customer must be present and actively cooperate with Service Provider. If the Customer's representative leaves the site, the Service Provider' Representative has the right to suspend work and leave the site, and the costs incurred shall be borne entirely by the Customer. The Customer's representative is obliged to inform the Service Provider' Representative about the applicable work safety and accident prevention rules and regulations on site before troubleshooting is started. The Customer shall be liable for all damages resulting from failure to do so. If in the opinion of Service Provider the conditions of safe work are not ensured on site, Service Provider is not obliged to start the work and is released from all legal consequences arising from the delay.
- 4.6. *The Customer is obliged to provide all the conditions for the work of Service Provider on site (adequate lighting, supply voltage, any other material to be processed to test the operation, equipment for loading/unloading heavier equipment, and all work safety conditions, etc.). In the absence of these conditions, Service Provider may continue to work at the risk of the Customer, or if the circumstances do not allow (safe) work, it is entitled to terminate its activity on site. In the latter case, the Customer shall bear all costs incurred due to the unsuccessful call-out of Service Provider.*
- 4.7. Service Provider is not authorised or obliged to handle or operate any machine or equipment – including machines in which the Products are built or installed – other than the Product. Service Provider does not carry out any mechanical (especially dismantling of the cover and structure of the machine) or electrical installation activities during call-out; if necessary, the Customer must ensure that these works are carried out professionally.
- 4.8. Service Provider will troubleshoot by delimiting and replacing the defective Product or repairing it at a foreign repair facility. On-site repair of the Products does not fall within the scope of the contract. When assessing the fault, Service Provider decides on a case-by-case basis which troubleshooting method to use. The deadlines given by Service Provider in connection with the replacement of the Product or its repair at a foreign repair facility are for information purposes only and are not binding.
- 4.9. The Service Provider's Representative is obliged to act according to his or her best knowledge and professional experience when performing the service activity. If the complexity of the technology to be inspected justifies it, Service Provider is entitled to send several employees familiar with each technology to the site and invoice the corresponding hourly rates.
- 4.10. Service Provider makes its recommendations for troubleshooting considering solely technical aspects, during which it does not consider any economic, operational, business, or other aspects.
- 4.11. Customer shall ensure that at the time of starting the troubleshooting the data backups (archives) required to reinstall the software of all components that have software are available in the form and manner recommended by Siemens as the manufacturer. Such backups will only be made by Service Provider with the express permission/order of the Customer.
- 4.12. The Customer is entitled to withdraw the fault report at any time, but in this case, it is obliged to reimburse the costs of the work already performed.
- 4.13. In order, to ensure the reproducibility of events, the Customer is obliged to immediately notify Service Provider of any faults or deficiencies that may have occurred during the service call-out.
- 4.14. Service Provider performs service works during working hours (8.00am-4.35pm).
- 4.15. If the troubleshooting of a Product is carried out by means of a repair, this repair of the Product may also be carried out abroad. The foreign repair facility of Service Provider carries out the repair in accordance with its own technological regulations, and thus in the case of servomotors it performs a complete overhaul, and in the case of electronic devices it replaces all parts that rapidly become obsolete, regardless of whether the given part is defective or not. Service Provider cannot deviate from the technological requirements of the repair facility even at the express request of the Customer; therefore, we cannot accept an order in this regard.
- 4.16. The price quotation for the cost and deadline of the repair given by Service Provider includes groupage truck delivery, repair administration at regular pace, customs clearance, and receipt and release of goods at the Siemens site. In case of a specific order of the Customer, Service Provider also undertakes for a surcharge a different method of delivery (e.g. courier), other freight parity, or expedited administration.
- 4.17. Deadlines for repairs given by Service Provider are indicative and non-binding.
- 4.18. The repaired device will be delivered by Service Provider in the same condition as the factory-set newly sold devices. The Customer is obliged to ensure that the data of the settings required for the given application is available to it.

5. Product-related troubleshooting

5.1. Service Provider will troubleshoot the defective Product by delimiting and replacing the defective Product or repairing it at a foreign repair facility.

5.1.1. Flat-rate Product repair: In the case of some products, the repair is made at a flat rate. In this case, Service Provider will give a price quotation to the Customer based on the type of module without dispatching the faulty module. This price is only valid for a device that can be repaired with an acceptable rate of return. When replacement is made, the Customer will receive a Product of the same type which is either new, or repaired and passed a full-scale final inspection, and at the same time will receive a credit for the defective and handed over Product from the price of the replacement Product. The price resulting from the difference between the price of the replacement module and the credit is valid if the Product can be repaired with an acceptable rate of return. Otherwise, the Customer is obliged to pay the full price of the replacement Product. The Customer is also obliged to return the defective Product together with all its accessories (in the original scope of delivery) for the credit no later than upon receipt of the replacement module; the lack of accessories will result in a proportional reduction of the credit.

Whether or not the Product can be repaired with an acceptable rate of return is decided by the competent repairer. A product cannot be repaired with an acceptable rate of return if the Product's casing is broken or burnt, or the Product is more heavily contaminated than it should be based on its intended use (e.g. it was operated in an oily medium or a medium with carbon/sulphur dust, or in an environment that damages detectably (e.g. milling)). Upon receipt of such Products as return goods for repair, Service Provider undertakes to forward them to the repair facility only at the risk of the Customer. In this case, Service Provider is entitled to charge its costs of special cleaning if the Product can still be cleaned. If the Product can no longer be cleaned or has no use value due to damage, the Customer may choose between scrapping abroad or returning it without repair but will be required to pay the extra administration and shipping costs incurred. Rate of return is also not acceptable when repairing a Product that has already been repaired by unauthorised persons. If possible, in this case Service Provider will, at the request and expense of the Customer, bring the Product into a condition compliant with Siemens requirements.

5.1.2. Non-flat rate Product repair: For Products for which there is no flat-rate repair price, Service Provider can only give a price quotation after inspection by the foreign repair facility. If the Customer does not accept the received price quotation, the Customer will be obliged to reimburse the cost of transporting the defective Product to and back from the foreign repair facility and the cost of the inspection. Should a circumstance occur during the repair that would lead to a significant increase of the previously quoted price – by more than 30% – then the repair facility will issue a new repair price quotation. In the event of a minor price increase, i.e. not exceeding 30%, Service Provider will carry out the repair and the Customer must pay the increased price.

5.2. Service Provider can only accept the Product received for repair if the documents accompanying the goods include the order for repair, based on these terms and conditions. In the case of actual repair, on the basis of a price quotation, the condition for the receipt of the goods is that the Customer assumes the costs of delivery, return, and inspection even if it does not order the repair after the quotation.

6. Special rules for the sale of products:

6.1. The terms of delivery of the Products may differ from case to case, as specified in the quotation of Service Provider. A quotation for Products may generally consist of the following parts: (i) name and description of the Products; (ii) the Purchase Price of the Products, the Discounts and Project Discounts and the fees charged by Service Provider; (iii) duration for which the quotation is binding, and (iv) any other essential conditions specified by Service Provider. The duration for which the quotation is binding as per (iii), unless otherwise stipulated, is thirty (30) calendar days.

6.2. If the Customer does not send its purchase order with the content specified in the quotation of Service Provider, it must draw the attention of Service Provider to this, otherwise the Customer's different terms and conditions will not become part of the agreement, which means the original quotation of Service Provider shall apply.

6.3. Service Provider retains ownership of the Products until the claims of Service Provider arising from these GTC have been fully satisfied. If requested by Service Provider, the Customer is obliged to cooperate with Service Provider, in order to register the retention of title in the relevant credit collateral register and to make the legal declarations necessary for the registration and to provide data. During the retention of title, the Customer shall not pledge or otherwise provide the Products as collateral.

6.4. The risk of damage passes to the Customer when the Product is handed over to the Customer by Service Provider.

7. Responsibility

7.1. Service Provider guarantees that the Services are performed with due care and professionalism.

7.2. The Customer is obliged to notify Service Provider within 90 days after the completion if the work has not been performed properly.

7.3. Service Provider is not obligated to have warranty, statutory, or contractual guarantee for the following, but not exclusively just the following issues

- in the case of consumables, or if the need for replacement or repair is due to natural wear and tear of the Product, or lack of supervision of the Product, improper use and/or non-compliance with the instructions of Service Provider

- *in the case of improper storage of the Product*
- *in the case of non-compliance with the installation, assembly and/or connection instructions*
- *if the Customer has made/had others perform alterations or additions to the Product without the express prior written consent of Service Provider*
- *for the capacity of the Product to achieve the goals set by the Customer for itself, if Service Provider has not expressly agreed to this in advance in writing.*

7.4. *Service Provider undertakes a six-month warranty for the service activity performed, if performed by repair, for the repaired component, starting from the date of issue of the invoice issued in respect of the Service Fee. For the part of the repaired component affected by another replacement or repair, the warranty period begins again; however, on the last day of the 12th month following the beginning of the original warranty period, the warranty period also ends for the component so replaced or repaired. The deadlines set forth in this section are preclusive, i.e. no warranty claim can be enforced after the expiry of the deadlines.*

7.5. *If Service Provider performs the troubleshooting by replacement, it provides a one-year warranty for the replaced Product from the time the invoice is issued. For the part of the replaced Product affected by another replacement or repair, the warranty period begins again; however, on the last day of the 18th month following the beginning of the original warranty period, the warranty period also ends for the product so replaced or repaired. The deadlines set forth in this section are preclusive, i.e. no warranty claim can be enforced after the expiry of the deadlines.*

7.6. *Service Provider performs the servicing of electrical products, manufactured by other manufacturers and otherwise built into the defective equipment together with its own Products, and the mechanical servicing of the equipment only on the basis of a specific contract made for this purpose.*

7.7. *Service Provider declares that the full competence for servicing the Product lies with the Manufacturer of the Product. Due to this, and due to the fact, that the electrical systems of the faulty equipment containing the Product usually also contain devices of manufacturers other than Siemens, under the service contract Service Provider undertakes to do everything that can be expected from it to rectify the fault; however, it does not guarantee that the fault will be remedied successfully or in the cheapest way.*

8. Repurchase and cancellation

8.1. *Based on the unilateral decision of Service Provider and at the Customer's request the unused Product in its original packaging may be repurchased – at Service Provider' own discretion and decision – upon presentation of the original delivery note, with a 20% reduction of the invoice price, provided the Customer returns the Product within two weeks of delivery. The costs of return delivery and the fulfilment of the administrative obligations related to the return shall be borne by the Customer; Service Provider is entitled to charge these to the Customer in the invoice according to these GTC.*

8.2. *In the case of cancellation of the service call-out, the Customer will not be charged if it has indicated this at least 24 hours before the call-out. If the notification is made within 24 hours, the Customer is obliged to pay HUF 100,000 as liquidated damages to Service Provider.*

9. Intellectual property

9.1. *Customer acknowledges that the Services are the exclusive Intellectual Property of Service Provider with the content set forth in this contract.*

9.2. *The Customer is not authorised to use the Service Provider trademark.*

9.3. *The plans and documentation provided to the Customer are the Intellectual Property of Service Provider, are considered a business secret, and must be treated confidentially. The Customer shall only use the submitted documentation for the purpose of installing, operating, and maintaining its own Products that are the subject of the sale.*

9.4. *The patented or non-patented technology and know-how appearing in the Products, as well as all industrial and intellectual property rights in the Product belong exclusively to Service Provider. Manufacturing or commissioning the manufacture of spare parts is only permitted with the prior written consent of Service Provider.*

9.5. *If an action or claim is brought against the Customer because the Product and/or Service infringes the intellectual property rights of a third party, Service Provider, at its own expense and discretion, (i) acquires the right under which the Customer and the Customer's customers (as the case may be) may continue to use the Products and/or Services; (ii) modify the Products and/or Services in a manner that does not infringe any intellectual property right; or (iii) replace the Products and/or Services with equivalent but non-infringing Products and/or Services.*

9.6. *If according to the subject of the Contract or in connection therewith Service Provider is obliged to provide any software, Service Provider is not obliged to provide, beyond the licence to use the software for a given application, the source code under any circumstances.*

- 9.7. Service Provider may, in its sole discretion, undertake to manage at its own expense the claims in case any lawsuit or out-of-court claim is made against Customer in connection with any infringement of a patent, proprietary know-how, or copyright registered in PCT member states in connection with the Services. The Customer shall immediately notify Service Provider of such claims and shall provide all necessary support in connection with such claims. Customer is not entitled to make any waiver, acknowledgment, or other similar statement, or enter into an out-of-court settlement of the claims.

The obligation of Service Provider under this clause does not apply if (i) Service Provider deviated from the usual construction method due to the Customer's plans or instructions; (ii) the Customer or its performance agents later altered the Service of Service Provider; (iii) or the Service of Service Provider has been combined by Customer or its performance agents with products, systems, or procedures not provided by Service Provider under the Contract and as a result of all this a claim has been made against Customer. In such cases, Customer shall provide the same support and protection to Service Provider as Service Provider provides to the Customer under this clause.

The commitments contained in this section shall be deemed to be the sole and exclusive declaration of Service Provider with respect to claims arising from infringements of patents, know-how, and copyright.

10. Confidential information

- 10.1. The Parties shall treat confidential information as a trade secret during the term of the Contract and after its termination.
- 10.2. The Parties undertake not to disclose any confidential information, even in part, and not to make it available to the public or to third parties, and to take all reasonable steps to ensure that its contents are not disclosed to the public or to third parties. Service Provider and the Customer are obliged to keep the content of the Contract and all related information confidential as a trade secret, to use it exclusively for the purpose of performing the Contract. The obligations undertaken in this section shall remain in force for five years after the termination of the Contract.
- 10.3. The obligation set forth in point 10.2 shall not apply if the disclosure of confidential information is based on a binding provision of law or a final decision of a court, Arbitration Court, or authority. The Parties are entitled to use the content of the Contract and all other agreements concluded between the Parties as evidence in court, arbitration procedures, or procedures of authorities if the subject of such proceedings is a matter related to these agreements.
- 10.4. Except for security surveillance, it is prohibited to monitor or record the Services or any part thereof, whether by photographic, video or audio devices, or in any other way.
- 10.5. However, Siemens reserves the right to share confidential information with its affiliates and subcontractors, provided that the recipients are bound by the same confidentiality obligations as set forth herein.

11. Export control

- 11.1. The Customer acknowledges that if the Customer transfers the Products to a third party, the Customer is responsible for compliance with national and international export and re-export laws, regulations and prohibitions and the Customer shall be obliged and responsible to obtain all the necessary licences to export, re-export or import the Product, and shall ensure compliance with any export prohibitions.
- 11.2. If necessary, the Customer is obliged to provide Service Provider with all information related to the end user of the Products provided by Service Provider and the specified destination and the intended purpose of use, in order to verify compliance with this clause.

12. Force majeure

- 12.1. Neither Party shall be liable for late or non-performance of its obligations under this Contract if the delay or non-performance is due to a force majeure event. Force Majeure means an event that was unforeseeable or unavoidable for the affected Party (or its Affiliate) at the time of the performance of the Contract, is independent of the will and beyond the control of the affected Party (or its Affiliate) who is unable to remedy it despite its reasonably expected efforts.
- 12.2. Service Provider is entitled to suspend performance for the period of force majeure or other event specified in this clause by means of a written legal notice sent to the Customer, and in the case of suspension exceeding 90 days, it is entitled to rescind/terminate the Contract with a 30-day notice.

13. Miscellaneous

- 13.1. *Service Provider shall be liable for damages resulting from the imputable breach of its contractual obligations or otherwise caused to the Customer within the limit of HUF 500,000 per damage event, in such way as the total liability of Service Provider shall not exceed the amount of the Service Fee. Service Provider is not released from liability in the event of damage caused intentionally or to life, limb, or health. The liability of Service Provider is excluded for indirect and/or consequential damages caused by breach of this contract or otherwise to the Customer, in particular for lost advantages, lost profits, loss of interest, loss of data, loss of information, loss of business, liquidated damages payable to third parties, compensation, loss of production, loss of manufacture, etc.*

13.2. These general terms and conditions are valid until revoked.

13.3. In matters not regulated differently in these terms and conditions, the provisions of Hungarian laws, in particular the Hungarian Civil Code, shall apply. The Hungarian ordinary courts have exclusive jurisdiction over disputes arising from the Contract.

Siemens Zrt. DI CS Division, Service Provider

The translation of the General Terms and Conditions has been provided for information purposes only. In case of dispute, the Hungarian version of the General Terms and Conditions shall prevail.