SIEMENS

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GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES BY SIEMENS

CHAPTER 1. COMMON PROVISIONS FOR THE PURCHASE OF GOODS AND THE PURCHASE OF SERVICES

§ 1. Definitions

1. The following terms used in the Siemens General Terms and Conditions shall have the meanings set forth below:
   - 1.1. **Siemens General Terms and Conditions of Purchase –** these Siemens General Terms and Conditions of Purchase, which form an integral part of every Agreement entered into between Siemens and the Supplier specified in such Agreement and applicable to such Agreements;
   - 1.2. **Siemens –** Siemens Mobility Sp. z o. o., with its registered office in Warsaw, being a Party to the Agreement as the contracting authority and the purchaser of Goods or Services from the Supplier;
   - 1.3. **Supplier –** an entity that is the other Party to the Agreement, acting as the seller and supplier of Goods or provider of Services ordered by Siemens, and obligated to perform the Agreement with respect to the delivery of Goods or the provision of Services;
   - 1.4. **Party** – Siemens or the Supplier, collectively referred to as the Parties;
   - 1.5. **Purchase Order** – an order for the purchase and delivery of Goods or the provision of Services, as specified in this order, placed by Siemens with the Supplier and accepted for implementation by the Supplier in accordance with Siemens General Terms and Conditions of Purchase;
   - 1.6. **Agreement –** an agreement concerning the sale and delivery of Goods or the provision of Services, entered into by the Parties in the manner specified in **Article 4 [Agreement]**, by which the Parties shall mean, in particular: Purchase Order, Framework Order, Framework Agreement;
   - 1.7. **Framework Agreement** – a framework sales agreement or framework service agreement entered into by the Parties in accordance with Siemens General Terms and Conditions of Purchase, under which the Supplier delivers Goods or provides Services that constitute the subject matter of this Agreement, or Siemens places individual Purchase Orders or a Framework Order for the purchase and delivery of Goods or the provision of Services that are the subject of this Agreement;
   - 1.8. **Framework Order –** an open-ended Purchase Order entered into by the Parties for a period of one year, specifically for a calendar year or a shorter period, under which the Supplier delivers Goods or provides Services up to the value or quantity specified in the order, and on the basis of which the Supplier issues VAT invoices for the delivered Goods or performed Services and receives compensation, specifically a monthly lump-sum payment;
   - 1.9. **Goods –** all items that are the subject of the Agreement and are delivered by the Supplier in accordance with the Agreement, in particular items, materials, and documents, including those resulting from the Services provided by the Supplier under the Agreement, in any form or on any medium, referred to individually as Goods;
   - 1.10. **Services** – any services provided to Siemens by the Supplier that are the subject of the Agreement and are provided by the Supplier in accordance with the Agreement, referred to individually as a Service;
   - 1.11. **Request for Proposal** – an invitation to tender(s) regarding the sale and delivery of Goods or the provision of Services specified in such an invitation, prepared by Siemens in particular in the form of a "brief," and provided to the Supplier;
   - 1.12. **Supplier Proposal –** a proposal to sell and deliver Goods or provide Services under the terms and conditions specified in this proposal, prepared by the Supplier in response to Siemens' Request for Proposal and submitted by the Supplier to Siemens, on the basis of which Siemens is entitled to place a Purchase Order and a Framework Order;
   - 1.13. **Business Days** – days from Monday to Friday, save for days that are statutory holidays, referred to individually as a Business Day.
2. For the avoidance of doubt, the Parties agree that whenever these Siemens General Terms and Conditions of Purchase refer to the **"conclusion of a Purchase Order"** or **"conclusion of a Framework Order,"** this shall be taken to mean the conclusion by the Parties of an Agreement in the manner specified in **Article 4 [Agreement]**.

§ 2. General provisions

3. Section headings are used solely to ensure functionality and greater clarity of the content of these Siemens General Terms and Conditions of Purchase and do not affect the interpretation of these Siemens General Terms and Conditions of Purchase.
4. These Siemens General Terms and Conditions of Purchase form an integral part of every Agreement entered into between Siemens and the Supplier specified in such Agreement.
5. The provisions contained in:
   - 5.1. **Chapter 1** of these Siemens General Terms and Conditions of Purchase shall apply in its entirety to every Agreement, regardless of whether the Agreement concerns the sale and delivery of Goods or the provision of Services;
   - 5.2. **Chapter 2** of these Siemens General Terms and Conditions of Purchase shall apply in its entirety to every Agreement concerning the sale and delivery of Goods;
   - 5.3. **Chapter 3** of these Siemens General Terms and Conditions of Purchase shall apply in its entirety to every Agreement concerning the provision of Services.
6. If an Agreement covers both the sale and delivery of Goods and the provision of Services, the provisions set forth in **Chapters 1–3** of these Siemens General Terms and Conditions of Purchase shall apply to each such Agreement.
7. Any waiver by the Supplier of any provision of these Siemens General Terms and Conditions of Purchase shall require the prior express written consent of Siemens. Any amendment to these Siemens General Terms and Conditions of Purchase made by the Supplier without Siemens' prior express written consent shall not be binding on Siemens.
8. The Supplier's conclusion of the Agreement, including the Supplier's confirmation of acceptance of the Purchase Order or Framework Order in accordance with **Sections 25 and 26,** and the Supplier's acceptance of the Purchase Order or Framework Order in the manner described in **Section 27** shall be deemed to constitute the Supplier's confirmation that it has read these Siemens General Terms and Conditions of Purchase and the Supplier's acceptance of these Siemens General Terms and Conditions of Purchase, as well as the Supplier's acceptance that these Siemens General Terms and Conditions of Purchase apply to the concluded Agreement, including the accepted Purchase Order and the Framework Order.
9. The scope of each sale and delivery of Goods or Services is specified in the Agreement entered into between the Parties.
10. With regard to any and all matters not regulated in the Agreement, these Siemens General Terms and Conditions of Purchase and the applicable provisions of law, in particular the provisions of the Civil Code, shall apply.
11. In the event of any inconsistency between the terms of the Agreement – including these Siemens General Terms and Conditions of Purchase – and any other documents constituting the Agreement, the provisions of the Agreement, including these Siemens General Terms and Conditions of Purchase, shall prevail.
12. Any changes, amendments, and additions to the Agreement may only be made if expressly accepted by Siemens in writing, electronically, or via email, with the proviso that, in the case of the Agreement referred to in **Section 31.4,** any changes, amendments, and additions to such an agreement must be made by means of an appropriate annex to the Agreement signed by authorised representatives of both Parties, in the form required and stipulated by the Parties in such an agreement for making amendments, corrections, and additions thereto. Siemens hereby excludes the possibility of implied acceptance by Siemens of any amendments, corrections, or additions to any and all Agreements referred to in Article 68^2 of the Civil Code. The Parties hereby exclude the application of Article 68^2 of the Civil

Code in this regard with respect to the Parties.

13. Siemens shall be bound by the Supplier's general terms and conditions only if Siemens consents to them in writing (even if they have not been expressly rejected by Siemens) and only to the extent consistent with other documents constituting the Agreement, including these Siemens General Terms and Conditions of Purchase. The acceptance of deliveries of Goods or Services and payments made Siemens shall not constitute such consent. Furthermore, Siemens' acceptance of the subject matter of the Agreement shall not be construed as implied acceptance by Siemens of the Supplier's general terms and conditions, unless Siemens has expressly accepted the Supplier's general terms and conditions in writing.
14. Any provisions contained in other documents submitted by the Supplier (including, but not limited to, specifications, data sheets, technical documents, documentation, promotional materials, confirmations of Purchase Orders, Framework Orders, or shipping documents) regarding contractual provisions, liability, limitations on the application of the Agreement, or any other provisions that modify the provisions of these Siemens General Terms and Conditions of Purchase shall not apply.
15. Siemens reserves the right to refuse, in whole or in part, to accept deliveries of Goods and to cancel Services in the event of strikes, lockouts, or Force Majeure.
16. The Supplier shall deliver the Goods and provide the Services in accordance with applicable laws and regulations, the Agreement, and these Siemens General Terms and Conditions of Purchase, free from defects and unencumbered by any third-party rights.

§ 3. Procedure for submitting Requests for Proposals and Supplier Proposals, and for confirming the acceptance of Purchase Orders and Framework Orders

17. The basis for Siemens to place a Purchase Order and a Framework Order shall be as follows:
    17.1. Framework Agreement, or
    17.2. Supplier Proposal, or
18. Siemens is authorised to submit separate Requests for Proposals to the Supplier in writing, electronically, or via email.
19. The Supplier agrees to confirm, in writing, electronically, or via email, the receipt of the Request for Proposals and to provide notice of acceptance of the Request for Proposals within 24 (in words: twenty-four) hours from the time of receipt of the Request for Proposals from Siemens. The Parties agree that the Supplier's failure to provide notice in this regard shall be deemed acceptance of the Request for Proposals.
20. If the Supplier accepts the Request for Proposals, the Supplier shall respond to the Request for Proposals by submitting a Supplier Proposal in writing, electronically, or via email, within the deadline specified in the Request for Proposals, and if no such deadline is specified in the Request for Proposals – within 5 (in words: five) Business Days from the date on which Siemens provided the Request for Proposals to the Supplier. The Parties agree that if the Supplier fails to respond within the aforementioned time limit, Siemens shall have the right to cancel the Request for Proposals.
21. If Siemens does not raise any objections or propose any changes or additions to the Supplier Proposal, Siemens shall issue a Purchase Order or a Framework Order to the Supplier based on such a proposal. The Parties agree that Siemens' failure to respond to the Supplier Proposal, including Siemens' failure to provide the Supplier with a Purchase Order or a Framework Order, shall be deemed a refusal by Siemens to accept (rejection of) the Supplier's Proposal (which does not preclude the Parties from conducting further negotiations to agree on the final terms of the Supplier's Proposal).
22. If Siemens raises objections or proposes changes or additions to the Supplier Proposal, that offer shall be subject to further negotiations between the Parties. Should the Parties fail to reach an agreement on the final content of the proposal referred to in the preceding sentence, Siemens shall be entitled to cancel the Request for Proposals.
23. If the Parties reach an agreement as to the final terms of the Supplier Proposal, Siemens shall issue a Purchase Order or a Framework Order to the Supplier based on such a proposal. The Parties agree that Siemens' failure to respond to such Supplier Proposal, including Siemens' failure to provide the Supplier with a Purchase Order or a Framework Order, shall be deemed an ultimate refusal by Siemens to accept (rejection of) the Supplier Proposal.
24. If Siemens submits a Purchase Order or a Framework Order to the Supplier based on the Supplier Proposal, Siemens shall specify in such order, in particular:
    24.1. the type and scope of the Goods or Services to be delivered;
    24.2. the terms, conditions, and rules governing the sale and delivery of Goods or the provision of Services;
    24.3. the expected date for the delivery of Goods or Services;
    24.4. other expectations regarding the Services ordered that are relevant to Siemens.
25. The Supplier is required to confirm to Siemens, on each occasion, its acceptance of the Purchase Order or Framework Order, as applicable, within the time limit specified in that Purchase Order or Framework Order, and if no such deadline is specified in the Purchase Order or Framework Order, respectively, no later than 5 (in words: five) Business Days from the date Siemens submitted the Purchase Order or Framework Order. The Supplier shall confirm to Siemens its acceptance of the Purchase Order or Framework Order, as applicable, by submitting to Siemens a statement of acceptance of such an order in writing, electronically, or via email to the address specified by Siemens in such an order, whereby the Parties agree that the form of the Supplier's statement of acceptance of the Purchase Order or Framework Order shall in each case correspond to the form in which such an order was placed by Siemens. The Supplier confirms to Siemens its acceptance of the Purchase Order or Framework Order, as applicable, through a person authorised to act on behalf of the Supplier. The Supplier's statement of acceptance of the Purchase Order and Framework Order should specify, in particular, the date, the name and surname, and the position or title of the person making such a statement on behalf of the Supplier.
26. A Purchase Order and a Framework Order may be accepted by the Supplier only without any reservations, additions, or amendments; accordingly, the Parties hereby exclude the application of Article 68[1] of the Civil Code with respect to the Parties. Any reservations, additions, or changes made by the Supplier to the terms of the Purchase Order or Framework Order, or to the confirmation of acceptance of the Purchase Order or Framework Order, that modify, supplement the Purchase Order or Framework Order, or otherwise differ from the terms and conditions set forth in the Purchase Order or Framework Order submitted by Siemens and these Siemens General Terms and Conditions of Purchase, shall be deemed unobjected to and shall not be binding on either Party, and the Agreement shall be deemed concluded on the terms and conditions set forth in the Purchase Order or Framework Order submitted by Siemens, as applicable.
27. Failure by the Supplier to confirm acceptance of the Purchase Order or Framework Order within the required time limit specified in **Section 25** shall be deemed the Supplier's acceptance of the Purchase Order or Framework Order, as applicable, under the terms and conditions set forth in such order and in these Siemens General Terms and Conditions of Purchase, except that Siemens, at its sole discretion, has the right to cancel such an order.
28. Immediately after the Parties enter into a Contract based on a Purchase Order or Framework Order, Siemens shall send to the Supplier, in writing, electronically, or via email, a confirmation of the conclusion of the Purchase Order or Framework Order, as applicable, specifying the number assigned to that order (**"Purchase Order"** /**"PO"**). As of that moment, the Supplier is authorised to begin performing the Agreement, which the Supplier hereby accepts and confirms.
29. The Parties hereby agree and acknowledge that the Supplier has no right or obligation to take any actions aimed at commencing performance of the Agreement, including the Purchase Order and the Framework Order, without first receiving a Purchase Order from Siemens. If the Supplier performs the Agreement without first receiving a Purchase Order from Siemens, Siemens is not obligated to cover any costs arising from the Supplier's performance of the Agreement.
30. The Supplier shall perform each Agreement in accordance with the terms and conditions set forth therein and in accordance with these Siemens General Terms and Conditions of Purchase.

§ 4. Agreement

31. The Agreement shall be taken to mean the following by the Parties:
    31.1. A Purchase Order or Framework Order placed by Siemens and confirmed by the Supplier in writing, electronically**,** or via email in accordance with **Sections 25 and 26,** subject to **Section 33;**
    31.2. A Purchase Order or Framework Order placed by Siemens and accepted by the Supplier in the manner described in **Section 27,** unless Siemens has cancelled such an order;
    31.3. a proposal, as defined in Article 66 of the Civil Code, submitted in writing, electronically, or via email by the

Supplier and accepted by Siemens without any reservations, proposed amendments, or additions to the said proposal. The Parties hereby exclude the application of Articles 68[1] and 68[2] of the Civil Code to such a proposal;

31.4. an agreement document, signed by the Parties, concerning the sale and delivery of Goods or the provision of Services, in written or electronic form, in particular the Framework Agreement.

32. An agreement based on a Purchase Order or a Framework Order is entered into by the Parties:
    32.1. in the case referred to **in Section 31.1** – upon delivery to Siemens of the Supplier's confirmation of acceptance of the Purchase Order or the Framework Order, as applicable, subject to **Section 33;**
    32.2. in the case referred to in **Section 31.2** – upon the expiration of the required deadline specified in **Section 25** for the Supplier to confirm acceptance of the Purchase Order or Framework Order, unless Siemens has cancelled such an order**.**

33. If the Parties maintain an ongoing business relationship – in particular, if the Parties have entered into a Framework Agreement – failure by the Supplier to promptly confirm a Purchase Order or a Framework Order shall be deemed the Supplier's acceptance of the Purchase Order or Framework Order, as applicable, under the terms and conditions set forth in the said order and in these Siemens General Terms and Conditions of Purchase, except that Siemens, at its sole discretion, has the right to cancel such an order. In such a case, the Agreement based on the Purchase Order or the Framework Order shall be deemed to have been entered into by the Parties upon the expiration of the time limit for the Supplier's prompt confirmation of such an order.
34. Proposals submitted by the Supplier which have not been accepted by Siemens shall not constitute grounds for any financial claims against Siemens. The absence of a reply to the proposal by Siemens cannot be considered an acceptance of that proposal.
35. In the case of a Contract entered into by persons not authorised by Siemens, Siemens is not obligated to cover any costs arising from the Contract.
36. For the avoidance of doubt, the Parties hereby confirm that Siemens is not obliged to place Purchase Orders with a specified value or quantity during the term of the Framework Agreement, including in a given calendar year.
37. Until Siemens accepts the proposal referred to **in Section 31.3,** the Supplier shall have neither the right nor the obligation to take any actual steps aimed at commencing the delivery of the Goods or Services that are the subject matter of such a proposal.

§ 5. Subcontractors

38. The Supplier shall perform the Agreement on its own (in person) or by engaging its own personnel, which shall be taken to mean natural persons employed by the Supplier under an employment contract.
39. If the Supplier assigns its own personnel to perform the Agreement, the Supplier warrants that the members of the Supplier's personnel assigned to perform the Agreement will possess the necessary and specialised knowledge, qualifications, skills, and experience necessary and sufficient for the proper performance of the Agreement, in particular the appropriate professional competencies required to perform the Agreement.
40. The Supplier shall exercise due diligence in selecting subcontractors and shall ensure that the performance of the Agreement, in whole or in part, or of specific activities arising from the Agreement is entrusted only to subcontractors who possess the necessary and specialised knowledge, qualifications, skills, and experience necessary and sufficient for their proper performance and who guarantee their correct execution.
41. The Supplier must not engage any third parties (entities) who are not part of the Supplier's own staff as subcontractors and entrust them with the performance of all or part of the Agreement or specific activities arising from the Agreement without obtaining prior express written consent from Siemens, which Siemens may grant or, at its sole discretion , may refuse, under pain of Siemens' right to terminate the Agreement in whole or in part – at Siemens' sole discretion – and to seek compensation for damages incurred by Siemens. Siemens may exercise the right of withdrawal referred to in the preceding sentence within 3 (in words: three) months from the date on which Siemens became aware of the aforementioned grounds for withdrawal.
42. For the purposes of these Siemens General Terms and Conditions of Purchase, a subcontractor shall be taken to mean any third party (third entity) cooperating with the Supplier on the basis of a contract of mandate, a contract for specific work, a cooperation agreement, or any other civil law contract, including within the framework of a sole proprietorship or a civil law partnership, regardless of whether the cooperation with the Supplier is on a permanent or an occasional basis.
43. For the purposes of these Siemens General Terms and Conditions of Purchase, companies controlled by, affiliated with, or subsidiaries of the Supplier, or in which the Supplier holds any ownership interest, as well as companies belonging to the Supplier's corporate group within the meaning of the Act of 16 February 2007 on competition and consumer protection, shall be considered subcontractors.
44. In order to request Siemens' approval for the engagement of a subcontractor, as referred to **in Section 41**, the Supplier must notify Siemens of the subcontractor, specifying the subcontractor's name and address as well as the scope of work that the Supplier intends to assign to the subcontractor. Siemens will review such a request and either approve or deny the engagement of such a subcontractor – at the sole discretion of Siemens – in particular if the subcontractor does not submit a performance bond with respect to the performance of the Agreement in whole or in part or of specific activities arising from the Agreement.
45. The Supplier's engagement of subcontractors shall be at the Supplier's expense, risk, and liability in each instance.
46. Regardless of whether Siemens grants consent to the use of a subcontractor, the Supplier remains solely responsible for the proper selection of subcontractors.
47. Siemens' consent to the Supplier's engagement of a subcontractor does not give rise to any obligations on the part of Siemens toward such a subcontractor and does not exclude the Supplier's full and exclusive liability toward such a subcontractor. For the avoidance of doubt, the Parties confirm that Siemens is not jointly and severally liable with the Supplier for payment of the subcontractor's remuneration for the performance of the Agreement, in whole or in part, or of specific activities arising from the Contract.
48. The Supplier is liable to Siemens for the acts and omissions of each subcontractor as if they were its own acts and omissions.
49. Regardless of whether Siemens has consented to the use of a subcontractor, the Supplier's entrusting of the performance of the Agreement, in whole or in part, or specific activities arising from the Agreement to a subcontractor does not relieve the Supplier of its liability to Siemens for the performance of any of the Supplier's obligations arising from the Agreement or from applicable law. Where the subcontractor fails to meet its obligations, the Supplier shall remain fully liable towards Siemens for the performance of the subcontractor's obligations.
50. The Supplier's liability towards Siemens for the acts and omissions of each subcontractor, as referred to **in Sections 45–49**, also includes:
    50.1. maintaining confidentiality of the Confidential Information provided to each subcontractor, as referred to in **Article 21 [Confidentiality]** —if such information is provided to the subcontractor, and
    50.2. ensuring compliance with the regulations and fulfilment of the obligations referred to in **Article 22 [Personal Data Protection]** by each subcontractor during the performance of the Agreement, in particular the fulfilment of the obligation to store personal data confidentially and not to process such data in any manner other than in accordance with Siemens' guidelines, if the subcontractor gains access to personal data in the course of performing the Agreement.
51. Upon engaging each subcontractor, the Supplier shall impose on it an obligation to comply with all rules, regulations and obligations set out in the Agreement, to the extent that these refer to the scope of work of a given subcontractor, while remaining the guarantor of their performance and maintaining compliance by the subcontractor.

§ 6. Guarantee and warranty

52. The Supplier warrants that the Goods or Services it delivers (depending on whether the subject matter of the Agreement is the delivery of Goods, Services, or both Goods and Services) are free from any defects. To the extent not otherwise provided for in these Siemens General Terms and Conditions of Purchase and in the Agreement, the provisions of the Civil Code shall apply.
53. If defects are found, the Supplier is obligated, at its own expense and risk, and at Siemens' discretion, to repair the defective Goods or defective Services (i.e., remedy the defects) or to re-manufacture the defective Goods or re-perform defective Services (i.e., provide a replacement). Siemens will make a rational decision on this matter.

In the event that the Supplier fails to remedy any defect (i.e., fails to repair it) or fails to re-perform the defective Goods or defective Services (i.e., fails to replace them) within a reasonable period specified by Siemens, Siemens shall have the right to:

53.1. withdraw from the Agreement in whole or in part at its own discretion [Siemens may exercise its right to withdrawal within 6 (in words: six) months from the date on which it became aware of the above grounds for termination], or

53.2. demand a reduction in the price or contractual compensation, or

53.3. entrust the rectification of the defect to a third party at the Supplier's expense and risk, and

53.4. to claim damages for the Supplier's improper performance of goods or services.

Notwithstanding the foregoing, the Supplier shall bear the costs and risks associated with remedying defects and re-manufacturing the defective Goods or re-performing the defective Services (e.g., return costs, transportation costs, disassembly and reassembly costs).

54. Notwithstanding any other rights of Siemens arising from the Agreement, these Siemens General Terms and Conditions of Purchase, or applicable law, the Supplier grants Siemens a quality warranty for the Goods or Services it delivers (depending on whether the subject matter of the Agreement is the delivery of Goods, Services, or both Goods and Services) **[a warranty of proper performance of the subject matter of the Agreement]** for the period specified, respectively, **in Section 186 and Section 236.**
55. Under the guarantee provided by the Supplier, Siemens is entitled, at its option, to demand the immediate and free-of-charge repair (restoration to proper condition) of the defective Goods or defective Services, or the re-manufacture of the defective Goods or re-performance of the defective Services (depending on whether the subject matter of the Agreement is the delivery of Goods, Services, or both Goods and Services), as well as compensation, including reimbursement of costs, for expenses incurred and damages resulting from the delivery of the defective Goods or defective Services, respectively. Siemens does not consent to any limitations on this obligation.
56. If the Goods or Services are ultimately delivered to a Siemens customer, and if the customer files a claim for defects and Siemens acknowledges it, the Supplier is obligated, within the requested timeframe – which shall not exceed the timeframe binding on Siemens with respect to the customer – to deliver, at its own expense and risk, Goods or Services free from defects, and, if Siemens requests a price reduction or termination of the Agreement, to compensate Siemens for any resulting damages.
57. Any additional rights or other statutory rights shall remain unaffected.

§ 7. Remuneration Additional costs

58. In consideration of the Supplier's proper (correct and timely) performance of the Agreement, in accordance with the Agreement and these Siemens General Terms and Conditions of Purchase, Siemens shall pay the Supplier the remuneration specified in the Agreement, provided that the conditions set forth in the Agreement and in these Siemens General Terms and Conditions of Purchase have been met.
59. To the extent that, as a result of the performance of the Agreement, the Supplier creates works within the meaning of the Act of 4 February 1994, on copyright and related rights (hereinafter referred to as: **"Copyright Act"**) and to the extent that, in the course of the performance of the Agreement, the economic copyrights to the aforementioned works are transferred to Siemens, or a licence to such works is granted to Siemens, or the rights to a copy or medium on which the work has been perpetuated are transferred to Siemens, the remuneration specified by the Parties in the Agreement (the price) shall constitute the total remuneration due to the Supplier for such rights, and the Supplier shall transfer to Siemens all economic copyrights or, as applicable, grant a licence in all fields of use known at the time of the Agreement's conclusion, in particular those specified in the provisions of Article 50 and Article 74(4) of the Copyright Act.
60. Any additional costs arising from the Agreement that are not covered by the compensation specified in the Agreement shall be agreed upon separately with Siemens in writing or via email, and require Siemens's prior express acceptance in writing or via email.

§ 8. Payments

61. All VAT invoices issued by the Supplier and all other correspondence must include the full company name and address of Siemens, the Purchase Order number, the name of the Goods or Services, the quantities, and the number of the Polish Classification of Goods and Services (PKWiU). The absence of any of the above items on a VAT invoice may result in a delay in payment of the VAT invoice, without the Supplier being entitled to claim statutory interest for late payment. VAT invoices must be issued in duplicate. VAT invoices issued in a country other than Poland must include a customs tariff number. If an hourly rate has been agreed upon, the relevant time sheets countersigned by Siemens must be attached to the VAT invoice.
62. In the case of invoices issued outside the KSeF system as provided for by law, the Supplier hereby declares that VAT invoices sent electronically are issued and transmitted in accordance with the requirements of tax law and as required in Section 65 below. The authenticity of the origin, the integrity of the content, and the legibility of the content of an electronic invoice shall be ensured using a qualified electronic signature or business controls that establish a reliable audit trail between the invoice and the provision of services.
63. The Supplier is required to include the internal Purchase Order number on the VAT invoice.
64. The Supplier assures that under no circumstances shall the same VAT invoice, duplicate or correction (i.e. documenting the same economic event) be sent to Siemens simultaneously in the form of a paper invoice and an electronic invoice.
65. The Supplier referred to in Section 62 agrees to issue VAT invoices in accordance with the following rules:
    a) The invoice will be issued in PDF format;
    b) The PDF file format will conform to the PDF 1.4 or higher specification;
    c) If additional correspondence (e.g. minutes, specifications, etc.) is to be attached to the invoice, it must be scanned together with the invoice in one attachment;
    d) There may be no more than 10 attachments per email;
    e) Please quote your invoice number or Siemens order number in the subject line of your email;
    f) The maximum attachment size is 10 MB;
    g) The maximum format of the invoice is A3;
    h) Encryption of documents is not permitted;
    i) Password protection of documents is not permitted;
    j) It is not permitted to send an invoice in the form of an image. The file must be in a format that allows the components of the invoice to be copied, the so-called PDF text format.
66. Siemens shall make payments on the basis of a correctly issued VAT invoice. An incorrectly issued invoice shall be understood, in particular, as an invoice indicating the Supplier's account for payment which fails to pass verification against the VAT Taxpayer Database maintained by the Head of the National Revenue Administration (the so-called White List) on the date of receipt of such an invoice by Siemens or on any date between the date of receipt of the invoice and the date of performance by Siemens. Siemens reserves the right to withhold payment if, on the date of the transfer order, the Supplier's bank account does not pass verification with the VAT taxpayer database maintained by the Head of the National Revenue Administration.
67. Under the circumstances provided for in **Section 66**, Siemens shall be released from its obligation to pay the Supplier any interest for late payment in commercial transactions until the later of the dates specified below:
    a) 14 (in words: fourteen) days from the date of provision by the Supplier of a correct bank account, positively verified against the VAT Taxpayer Database kept by the Head of the National Revenue Administration, or
    b) the payment date provided for in the Agreement,

    which the Parties hereby mutually acknowledge.
68. Siemens also reserves the right to claim compensation for damages in the event of a tax sanction due to errors in the Supplier's bank accounts.
69. To the extent that the Supplier is required to provide material test results, test reports, quality control documents, or any other documentation, such documents shall be deemed to form part of the requirements regarding the completeness of the delivery of the Goods or the performance of the Service.
70. The Parties agree that transactions will be settled on the basis of structured invoices issued and made available through the National E-Invoice System (KSeF) in accordance with the applicable provisions of the Act on tax on goods and services (VAT Act). The date on which

Siemens receives an invoice is deemed to be the date on which the invoice is assigned an identification number in the KSeF system. In all other cases, the starting date for the payment period specified in the Agreement – for Goods delivered by the Supplier or for the proper performance of the Service by the Supplier, as applicable – shall be the date of effective delivery to Siemens (i.e., the date of receipt by Siemens) of a properly issued VAT invoice.

71. The date of payment of the remuneration shall be understood to be the date on which Siemens' bank account is debited.
72. If payment is made within 45 (in words: forty-five) days from the date a valid VAT invoice is issued in KSeF, Siemens is entitled to a discount of at least 0.5% of the gross invoice amount; for payment within 30 (in words: thirty) days, Siemens is entitled to a discount of at least 1% of the gross invoice amount; and for payment within 14 (in words: fourteen) days, Siemens is entitled to a discount of at least 1.5% of the gross invoice amount.
73. The discount also applies in cases where Siemens withholds or deducts amounts due in connection with defects. The payment period begins once the defects have been fully remedied.
74. The payment does not constitute a confirmation that the relevant delivery of Goods or performance of a Service has been performed in compliance with the Agreement.
75. Siemens is not liable for any delay in payment of a VAT invoice caused by deficiencies in the invoice, in particular the failure to include the information specified **in Section 61**.
76. Siemens declares that it is a large entrepreneur within the meaning of the Act of 8 March 2013 on payment periods in commercial transactions, which has been renamed as the Act on the prevention of excessive delays in commercial transactions as of 1 January 2020.

§ 9. Liability and contractual penalties

77. The Supplier shall be liable for non-performance or improper performance of the Agreement, including these Siemens General Terms and Conditions of Purchase, in accordance with the provisions of law and the Agreement, including these Siemens General Terms and Conditions of Purchase.
78. In cases where the Agreement, including these Siemens General Terms and Conditions of Purchase, reserve Siemens' right to impose a contractual penalty for the Supplier's failure to perform or improper performance of the Agreement, including these Siemens General Terms and Conditions of Purchase, the Supplier shall pay Siemens the contractual penalties specified in the Agreement, including these Siemens General Terms and Conditions of Purchase.
79. Siemens shall be entitled to claim damages in excess of the contractual penalty **referred to in Section 78**, up to the amount of the actual damage suffered.
80. The exercise of the right to withdraw from or terminate the Agreement does not affect Siemens' right to seek contractual penalties provided for in the Agreement, including in these Siemens General Terms and Conditions of Purchase, and supplementary damages.
81. Siemens' failure to exercise its rights in the event of a breach of the Agreement by the Supplier shall not be construed by the Parties as a waiver of those rights with respect to either past or future breaches.
82. In the event of non-performance or improper performance by the Supplier of the Agreement, including these Siemens General Terms and Conditions of Purchase, for which no contractual penalty is provided for in the Agreement, including these Siemens General Terms and Conditions of Purchase, the Supplier shall be liable for non-performance or improper performance of the Agreement, including these Siemens General Terms and Conditions of Purchase, in accordance with general principles, up to the full amount of the damages incurred by Siemens.
83. The Supplier shall be liable for all costs, expenses, and damages incurred by Siemens as a result of the Supplier's breach of the Agreement, including these Siemens General Terms and Conditions of Purchase.

§ 10. Agreement performance deadlines and contractual penalty for the failure to adhere to the deadlines

84. In the event of delays in the delivery, performance, or repair of Goods or Services, the rectification of defects therein, or the re-manufacture of defective Goods or re-provision of defective Services, Siemens shall be notified immediately by the Supplier thereof, and Siemens' decision regarding the imposition of contractual penalties shall be communicated to the Supplier.
85. Siemens' acceptance of a delayed delivery of Goods or Services shall not result in the forfeiture of Siemens' rights in this regard, nor shall it constitute a waiver of claims.
86. Upon becoming aware of a possible delay in the delivery of the Goods or Services, but no later than on the delivery date specified in the Agreement, the Supplier undertakes to notify Siemens in writing or by email of the delay, its causes, and to indicate the new expected delivery date.
87. Unless otherwise stipulated in the Agreement, if there is a delay in the delivery of the Goods or Services, in the rectification of defects therein, or in the re-manufacture of defective Goods or re-provision of defective Services, Siemens may charge a penalty for each commenced Business Day of delay in the amount of 1% (in words: one percent) of the contractual price (contractual remuneration), but in no event more than 100% (in words: one hundred percent) of the total contractual price (contractual remuneration). Stipulation of a contractual penalty does not preclude Siemens' right to claim damages in excess of the amount of the stipulated contractual penalty under general principles. In the event of a delay, Siemens is entitled, regardless of any contractual penalty, to terminate the Agreement in accordance **with Sections 101 and 102** of these Siemens General Terms and Conditions of Purchase**.**
88. The imposition of a contractual penalty by Siemens does not relieve the Supplier of its obligation to deliver the Goods or provide the Services. A contractual penalty may still be claimed if the stipulation of rights was made no later than on the date of the final payment.
89. Any additional rights or other statutory rights shall remain unaffected.

§ 11. Force Majeure

90. The Supplier is not entitled to suspend the delivery of any Goods or the provision of any Services, subject to the provisions set forth in the following sections.
91. **"Force Majeure**," as defined in these Siemens General Terms and Conditions of Purchase, shall mean any event external to a Party that is beyond the Party's reasonable control, independent of the Party's will and knowledge, which the Party could not have foreseen, could not have prevented despite exercising due diligence, or could not have effectively counteracted, and which results in the Party (hereinafter referred to as: **"the Affected Party"**) is unable to perform or properly perform, in particular in a timely manner, all or part of its obligations under the Agreement. Force Majeure includes, in particular, acts of war, riots, civil unrest, acts of terrorism, natural disasters, epidemics, mobilisations, strikes, lockouts, border closures, legal acts or decisions by public authorities or administrative bodies, as well as embargoes. The Parties confirm that strikes by the Parties' employees and the lack of permits necessary for the performance of the Agreement on an individual basis shall not be considered Force Majeure.
92. If the Affected Party's failure to perform or improper performance – in particular in a timely manner – all or part of its obligations under the Agreement, is caused by Force Majeure, the Affected Party shall not be liable to the other Party for the non-performance or improper performance of such obligations; provided, however, that in such a case, the Affected Party shall be deemed not to have breached its obligations under the Agreement solely for the period and to the extent necessary to overcome the effects of the Force Majeure.
93. If an event constituting Force Majeure results in a breach by the Affected Party of the obligations referred to above, the Affected Party shall:
    - 93.1. without delay, but no later than within 3 (in words: three) days from the date of the occurrence of such a Force Majeure event, notify the other Party in writing of the occurrence of such a Force Majeure event, under pain of forfeiting the right to invoke Force Majeure, and shall specify the actual or likely impact of the Force Majeure event on the fulfilment of the obligations under the Agreement, indicating the anticipated period during which it will not be possible to perform such obligations, as well as the measures that should be taken to mitigate or eliminate such impact,
    - 93.2. take reasonable and necessary measures to overcome or mitigate the effects of Force Majeure with respect to the performance of its obligations under the Agreement,
    - 93.3. immediately notify the other Party in writing of the cessation of the Force Majeure event or its effects, under pain of forfeiting the right to invoke Force Majeure,
    - 93.4. immediately after the Force Majeure event or its effects have ceased, resume performance of its obligations under the Agreement, subject to **Section 96.**

94. The Parties shall agree on how to handle a Force Majeure event, which may involve the Parties extending the deadline for fulfilling the obligations under the Agreement – the performance of which has been affected by the Force Majeure – by the duration of Force Majeure or its effects.
95. While awaiting the Affected Party to resume performance of its obligation – the performance of which has been suspended for the duration of the Force Majeure event – the other Party is entitled to suspend performance of its own obligations.
96. If one or more events of Force Majeure, or their effects, are of a long-term nature and result in the non-performance of obligations under the Agreement – the performance of which has been affected by Force Majeure – for a total period exceeding 1 (in words: one) month, the Parties shall negotiate to determine whether to continue performing the Agreement or to terminate it. The negotiations referred to in the preceding sentence shall be deemed to have ended without result if after 10 (in words: ten) Business Days following the date on which they began, the Parties have not reached an agreement. If negotiations are not successfully concluded within the time period specified in this section, Siemens shall be entitled to terminate the Agreement, in whole or in part, at Siemens' sole discretion. Siemens may exercise the right of withdrawal referred to in this section within 6 (in words: six) months from the date on which it became aware of the contractual grounds for withdrawal.

§ 12. Termination of the Agreement

97. This Agreement can be terminated at any time by mutual agreement of the Parties.
98. Siemens may terminate the agreement without stating a reason, subject to a 3-month (in words: three-month) notice period, effective at the end of the calendar month.
99. Siemens has the right to terminate the Agreement with immediate effect, without notice, in the event of good cause, which includes, in particular:
    99.1. gross violation of the provisions of the Agreement by the Supplier,
    99.2. repeated or continuous breaches of the Agreement by the Supplier, provided that Siemens has demanded that the Supplier cease the breach in the manner specified **in Section 100** and, after the breach was remedied within the time limit specified in that section, the Supplier again breached the specified provision of the Agreement;
    99.3. violation by the Supplier of the confidentiality obligation referred to in **Article 21 [Confidentiality]**;
    99.4. failure to perform or improper performance by the Supplier of any of the obligations set forth in **Article 47 [Performance Bond]**, including the Supplier's failure to provide Siemens with the required security within the time limit specified in that Article, despite Siemens having submitted to the Supplier an additional written demand to perform or properly perform the relevant obligation within an additional 7-day (in words: seven-day) period;
    99.5. in the event that the Supplier divides its business, merges with another company, or sells its business.
100. In the event of the occurrence of the good cause referred to **in sections 99.1–99.4,** Siemens shall be entitled to terminate the Agreement with immediate effect after first requesting the Supplier to remedy the breach and setting an additional 14-day (in words: fourteen-day) period for this purpose, calculated from the date the Supplier receives the notice and the ineffective expiration of the period thus set.
101. In addition to the statutory right to withdraw from the Agreement, Siemens may terminate the Agreement in whole or in part, at its sole discretion, in the event that:
    101.1. The Supplier is in default with delivering the Goods or performing the Service, and such a delay – despite a proper reminder received from Siemens – lasts longer than 2 (in words: two) weeks after receipt of such a reminder, or
    101.2. The Supplier cannot reasonably be expected to comply with the Agreement due to reasons attributable to the Supplier, taking into account the circumstances of the case and the interests of both Parties, in particular in the event of a deterioration in the Supplier's financial situation, thereby jeopardizing the proper fulfilment of the Supplier's obligations under the Agreement, or
    101.3. The Supplier declares that it will not perform the Agreement, or
    101.4. a petition for bankruptcy has been filed against the Supplier or if the grounds for declaring the Supplier bankrupt have arisen, if the Supplier's liquidation proceedings have been initiated, or if bankruptcy, enforcement, or other similar proceedings have been initiated.
102. Siemens may exercise the right of withdrawal referred to in **Section 101** within 6 (in words: six) months from the date on which it became aware of the contractual grounds for withdrawal.

§ 13. Materials and information provided

103. Materials and information, including data files and software, provided by Siemens or developed for Siemens, remain the property of Siemens and should be stored, labelled as Siemens property, and managed separately, at no cost to Siemens. Their use is limited solely to the Agreement. Such materials and information may not be disclosed to any third party or any third-party entities. The Supplier shall provide replacement parts in the event of depreciation or loss for which the Supplier is responsible, even in cases of ordinary negligence. This shall also apply to the transfer of the allocated material.
104. The processing or transformation of materials and information shall be carried out on behalf of Siemens. Siemens immediately becomes the owner of new or re-manufactured product. If this is not possible for legal reasons, Siemens and the Supplier hereby agree that Siemens shall remain the owner of the new product at all times during its re-manufacturing or transformation. The Supplier shall store the new product in a manner that is safe for Siemens at no additional cost, thereby fulfilling the duty of due care required of a professional entity.

§ 14. Open Source Software

105. The Supplier shall inform Siemens – no later than upon the conclusion of the Agreement – whether the Goods or Services to be delivered contain Open Source Software (OSS) components [**"OSS"**].
106. For the purposes of this provision, **"OSS components"** shall mean any software, hardware, or other information that is made available free of charge by a licensor to any user under a licence that grants the right to modify or distribute it. If the Goods or Services provided by the Supplier, if applicable, contain OSS components, the Supplier shall comply with all applicable open-source licence terms, grant Siemens further sublicences, and provide all information Siemens needs to comply with the applicable licence terms. Immediately after the conclusion of the Agreement, the Supplier shall provide Siemens with, in particular:
    a) a list of all OSS components used, indicating the applicable licence, its version, and a copy of the full text of that licence, as well as a reference to the copyright notice. Such a schedule must have a clear structure and include a table of contents,
    b) a complete source code for the relevant OSS, including scripts and information on setting up the environment, provided that the applicable OSS terms and conditions require it.
107. The Supplier shall inform Siemens in writing, no later than upon the conclusion of the Agreement, whether any OSS licences used by the Supplier are subject to a Copyleft effect that could affect the Supplier's Goods. In the context of this provision the "**Copyleft Effect**" shall mean that the provisions of the OSS licence require that certain Supplier Goods, as well as any Goods derived therefrom, may be distributed only in accordance with the terms of the OSS licence, e.g., only if the source code is disclosed. If any OSS licences used by the Supplier are subject to the "Copyleft Effect" as defined above, Siemens shall have the right to terminate the Agreement within 2 (in words: two) weeks of receiving such notice.

§ 15. Corporate responsibility in the supply chain

108. The Supplier shall observe the terms and conditions as well as the requirements of the "Code of Conduct for Siemens Suppliers," attached to the Agreement (hereinafter referred to as: **"the Code of Conduct"**).
109. At the request of Siemens, yet not more frequently than once per year, the Supplier shall submit, at own discretion, either (i) a written self-assessment in a form proposed by Siemens, or (ii) a written report approved by Siemens, describing the actions undertaken by the Supplier to meet the requirements of the Code of Conduct.
110. If requested by Siemens, the Supplier shall, within 5 (in words: five) Business Days, provide a financial report on its activities for a given financial year.
111. Siemens and its authorised representatives or proxies and/or a third party appointed by Siemens that is reasonably acceptable to the Supplier shall be entitled (but not obliged) to conduct – also at the

Supplier's premises – an inspection in order to confirm the fulfilment by the Supplier of the requirements specified in the Code of Conduct.

112. The inspection may be conducted after prior notification of the Supplier by Siemens during normal business hours, according to the applicable law on data protection. The inspection must not unreasonably interfere with the Supplier's activities and must not violate any confidentiality agreements concluded by the Supplier with any third parties. The Supplier shall collaborate with the inspectors within the relevant scope. Either Party shall incur its part of the costs involved in such inspection.
113. Notwithstanding the rights and remedies at Siemens disposal, in the event of (i) a serious or repeated breach by the Supplier of the requirements of the Code of Conduct or (ii) the Supplier's denial of the right of inspection referred to in **Section 111**, after providing the Supplier with a notice with a reasonable period and giving it the opportunity to take reasonable remedies, Siemens may unilaterally terminate the Agreement and/or any order placed under the Agreement without incurring any liability in this regard.
114. Serious cases of violation of the requirements shall include, but are not limited to, cases of use of child labour, corruption and bribery, and breaches of the requirements of the Code of Conduct concerning the protection of the natural environment. The provisions relating to the setting out of the time limit and enabling the Supplier to undertake remedial measures shall not apply to the violation of the requirements and principles relating to child labour, as listed in the Code of Conduct, or to the cases of intentional violation of the requirements of the Code of Conduct concerning the protection of the natural environment.

§ 16. Siemens Suppliers' Code of Conduct, security of the supply chain

115. The Supplier is required to comply with the legal provisions applicable under the relevant legal systems. In particular, the Supplier may not engage, either actively or passively, directly or indirectly, in any form of bribery, in violations of the fundamental human rights of employees, or in the use of child labour. In addition, the Supplier is responsible for the health and safety of its employees and must comply with applicable minimum wage requirements. The Supplier undertakes to comply with applicable environmental protection laws and regulations. The Supplier will take appropriate measures to prevent the use of so-called conflict minerals and ensure transparency regarding the origin of raw materials. The Supplier should reduce air pollution (particularly CO2) and protect natural resources such as soil, water, and air. The Supplier shall provide a secure complaint mechanism for reporting potential violations of this Code of Conduct and shall make every effort to disseminate the principles of the Code of Conduct set forth herein among its suppliers and third parties (entities), i.e., subcontractors, involved in the performance of the Agreement in accordance with **Article 5 [Subcontractors].**
116. The Supplier shall issue the necessary organisational instructions and implement appropriate measures, particularly with regard to the security of facilities, the packaging and transportation processes, contractors, personnel, and information – in order to ensure the security of the supply chain in accordance with the requirements specified within the framework of relevant internationally recognised initiatives based on the WCO SAFE Framework of Standards, e.g., AEO, CTPAT.
117. The Supplier is required to protect the Goods and Services delivered to Siemens or to third parties designated by Siemens from access by third parties. The Supplier shall employ only trustworthy employees to handle these Goods and Services and shall require any subcontractors (sub-suppliers) to implement equivalent security measures.
118. In addition to other rights and legal remedies available to Siemens, Siemens may terminate the Agreement or any purchase order placed under it (particularly in the case of a Framework Agreement) in the event that the Supplier fails to fulfil these obligations. Siemens may exercise the right of withdrawal referred to in the preceding sentence within 6 (in words: six) months from the date on which Siemens became aware of the aforementioned grounds for withdrawal. However, to the extent that the Supplier can remedy a breach of these obligations, Siemens' right to terminate the Agreement is subject to the condition that the Supplier fails to remedy such a breach within a reasonable additional period set by Siemens.
119. The Supplier declares that it is not involved in any fraudulent or illegal business activity aimed at evading VAT.
120. The Supplier agrees to exercise due diligence in selecting subcontractors (sub-suppliers); in particular, by exercising the due diligence that may be expected of a bona fide businessperson, the Supplier shall verify its subcontractors (sub-suppliers) to ensure that they are not involved in any fraudulent or illegal business activities aimed at evading VAT.
121. In the event that the statement specified **in Section 119** proves to be false or the obligation specified **in Section 120** is not fulfilled by the Supplier, resulting in Siemens suffering financial loss as a consequence of the application toward Siemens of the provisions on joint and several liability set forth in Section X(a) of the Act of 11 March 2014 on the tax on goods and services, "Tax Liability of the Purchaser in Specific Cases" (consolidated text of 2011, Journal of Laws No. 177, item 1054, as amended), the Supplier shall reimburse Siemens for the full amount collected by the competent tax authority from Siemens pursuant to the above provisions on joint and several liability, together with interest calculated from the date of payment of the amount due to the State Treasury by Siemens.

§ 17. Environmental protection, reporting requirements, dangerous goods

122. Where the Goods, including their packaging and packaging components, are subject to any restrictions or information requirements concerning substances under applicable laws, including REACH, RoHS and PPWR, the Supplier shall ensure compliance with all such restrictions and requirements and shall provide Siemens with complete and up-to-date information concerning such substances through the online BOMcheck database available at https://www.bomcheck.net/ or in another reasonable form specified by Siemens, no later than on the date of the first delivery of the relevant Goods. The Supplier shall also provide the information required under the "Declarable Substances List" available at https://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list, in the version applicable at the time of the relevant delivery, including confirmation whether any substances listed therein are contained in the Goods, their packaging or packaging components, and whether such substances are present above the applicable reporting thresholds or are subject to any applicable restrictions or prohibitions. The Supplier shall ensure that the information provided remains complete, correct and up to date and shall notify Siemens without undue delay of any change or inaccuracy that may affect such information. This clause applies to requirements applicable at the registered office of the Supplier or Siemens, at the place of delivery specified by Siemens and in any other country notified by Siemens to the Supplier by the time of conclusion of the Contract.
123. The Supplier shall ensure that the Goods, including their packaging and packaging components and any accompanying labels, markings, instructions and documentation, as well as any Software, comply, no later than on the date of delivery or the transfer of risk, whichever occurs first, with laws, regulations and other legally binding product- and packaging-related requirements, including, in particular, REACH, RoHS and PPWR. The Supplier shall duly fulfil all obligations applicable to it in connection with the Goods, their packaging and packaging components and any accompanying labels, markings, instructions and documentation, having regard to its role in the relevant supply chain. Upon Siemens' request and also before delivery where this is reasonably necessary to enable Siemens lawfully to accept, use or further make available the Goods, their packaging, packaging components or any accompanying labels, markings, instructions or documentation, the Supplier shall, without undue delay, provide Siemens with the documents and information necessary to confirm the compliance referred to above or to enable Siemens to fulfil its obligations applicable in connection with the relevant delivery or the Contract. For Goods supplied from outside the European Union for import into the European Union, the Supplier shall, before shipment, provide Siemens with the EU declaration of conformity for the packaging, drawn up in accordance with Article 39 of and Annex VIII to PPWR. (https://op.europa.eu/en/publication-detail/-/publication/d34251c8-d865-11ef-be2a-01aa75ed71a1/language-en). The Supplier shall notify Siemens without undue delay of any change or non-compliance that may materially affect the Goods, their packaging, packaging components or the information previously provided and shall reasonably cooperate with Siemens in addressing any related request or inquiry.
124. In the event that a shipment contains Goods that – in accordance with international regulations – are classified as dangerous goods, the Supplier shall notify Siemens of this in a form agreed upon by the Parties, but in no event later than on the date of acceptance of the Purchase Order for fulfilment.
125. The Supplier is required to deliver the Goods and perform the

Services without using asbestos in any form.

125.1. If the presence of asbestos is detected, Siemens has the right to suspend payment, and the Supplier is required to immediately remove or dispose of the Goods containing asbestos. If the Supplier fails to comply with its obligation to immediately remove or dispose of Goods containing asbestos, Siemens shall have the right to terminate the Agreement with immediate effect. Siemens may exercise the right of withdrawal referred to in the preceding sentence within 6 (in words: six) months from the date on which Siemens became aware of the aforementioned grounds for withdrawal.

125.2. The provisions **of Section 125.1** shall apply mutatis mutandis to the Services provided.

125.3. Goods containing asbestos or Services in the provision of which asbestos is used are considered defective.

§ 18. Foreign Trade Regulations

126. The Supplier is required to comply with all applicable export and import restrictions, customs regulations, and foreign trade regulations (hereinafter referred to as: **"Foreign Trade Regulations"**) with respect to all Services to be provided under the Agreement or all Goods to be delivered under the Agreement. The Supplier must obtain all necessary export permits (licences) in accordance with applicable foreign trade regulations.

127. In particular, the Supplier represents and warrants that, at the time of placing, accepting, and fulfilling the Purchase Order, as well as at the time of delivery, none of its Goods or Services delivered / provided under the Agreement, shall contain any products or services prohibited under the foreign trade regulations applicable to Siemens (including, but not limited to, Council Regulations (EU) No. 833/2014, 692/2014, 2022/263, or 765/2006, as well as the U.S. Export Administration Regulations (Title 15 of the Code of Federal Regulations [C.F.R.], Part (730–774) and import regulations enforced by U.S. Customs and Border Protection.

128. The Supplier shall notify Siemens in writing as soon as possible, but no later than 14 (in words: fourteen) days prior to the delivery date, regarding all information and data that Siemens requires to ensure compliance with all foreign trade regulations applicable to Goods and Services in the countries of export and import, as well as re-export in the event of resale. In any case, the Supplier shall provide Siemens with the following with respect to individual Goods and Services:

a) "Export Control Classification Number" [ECCN] as defined in the U.S. Commerce Control List (ECCN), if the product/service is subject to the U.S. Export Administration Regulations; and
b) all applicable export list numbers; and
c) Commodity Code in accordance with the current classification of goods for foreign trade statistics and the HS (Harmonized System) coding; and
d) country of origin (non-preferential origin) and, at Siemens' request, documents confirming non-preferential origin; and
e) country of preferential origin and, at Siemens' request, documents that comply with the requirements of the applicable preferential regulations to prove preferential origin (e.g., a supplier's declaration),

(**"Data on Export Control and Foreign Trade**").

129. In the event of any changes related to the origin or characteristics of the Goods and Services or to the applicable foreign trade regulations, the Supplier shall provide updated export control and foreign trade data as soon as possible, no later than 14 (in words: fourteen) days prior to the delivery date of the Goods or Services. The Supplier shall be liable for any expenses or damages incurred by Siemens as a result of any breach of the obligations set forth in this Article.

§ 19. Reservation clause

130. Siemens shall not be obligated to perform the Agreement if such performance is prevented by any restrictions arising from national or international customs or foreign trade requirements, or from any embargoes or other sanctions.

§ 20. Quality management

131. To the extent necessary for the purposes of this Agreement, the Supplier shall maintain a quality management system (e.g., in accordance with DIN EN ISO 9001).

§ 21. Confidentiality

132. The Parties agree to keep confidential all confidential information, which the Parties take to mean any information and data, including, in particular, economic, commercial, organisational, technological, or technical information and data, know-how, results, findings, documents, scope of work, business processes, terms and conditions of the Agreement, information constituting a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993, on combating unfair competition, as well as information whose confidential nature is obvious to a reasonably prudent person or other information that a Party (**"Receiving Party"**) receives from the other Party (**"Disclosing Party"**) or regarding the Disclosing Party, in connection with the performance of the Agreement and for the purpose of its performance, as well as in the context of the performance of the Agreement and the conclusion of the Agreement, including information currently being developed, regardless of the medium on which such information or data is contained, and regardless of whether it was disclosed in the form of oral or visual information, or on a physical medium, or via electronic transmission, including transmissions via the Internet, regardless of whether it has been marked as "Confidential" or similarly described or designated by Siemens (hereinafter referred to as: "**Confidential Information**"). Confidential Information includes any copies or extracts thereof, as well as any apparatuses, modules, samples, prototypes or parts thereof.

133. All Confidential Information:

133.1. shall be used by the Receiving Party exclusively for the purpose of performing the Agreement, unless the Disclosing Party grants its prior express written consent to a different use,

133.2. shall not be distributed or disclosed by the Receiving Party to any third parties, in any manner, form, or scope, without the prior written consent of Siemens, subject to **Sections 136 and 137**,

133.3. shall be kept confidential and protected by the Receiving Party with the same degree of care that it takes with regard to its own equally important information in order to avoid disclosure to third parties, or at least with due diligence,

133.4. shall remain the property of the Disclosing Party.

134. The above confidentiality obligation shall remain in effect throughout the term of the Agreement and after the termination of the Agreement – as long as and to the extent that such information has not been made public through legal means or unless the Disclosing Party grants its written consent to its disclosure in a specific case, but no longer than 5 (in words: five) years after the expiration of the Agreement.

135. The Disclosing Party may demand the destruction or return of all Confidential Information, including copies or extracts thereof, as well as any media on which such information was provided, within 14 (in words: fourteen) days from the date of termination of the Agreement, at the Disclosing Party's discretion. Within 7 (in words: seven) days of receiving such a request, the Receiving Party shall destroy or return to the Disclosing Party, at the Disclosing Party's discretion, the originals thereof, destroy all written and electronic copies of the media containing such information , and provide the Disclosing Party with a written statement confirming the destruction of all Confidential Information provided or all copies of the returned information, depending on the Disclosing Party's request, subject to the following sentence. The obligation to destroy or return all Confidential Information referred to in this section does not apply to copies required to ensure compliance with applicable laws or copies made in the course of routine backup procedures, provided that its confidentiality is maintained in accordance with the provisions of this Article.

136. The Receiving Party may disclose Confidential Information to its own employees and to employees of its affiliates if such disclosure is reasonably justified and necessary for the proper performance, in accordance with the Agreement, of the tasks and duties entrusted to them, as well as to the Receiving Party's external professional advisors, each of whom has a legitimate need to become familiar with such Confidential Information, solely to the extent necessary to fulfil the obligations arising from the Agreement and solely for the purposes of performing the Agreement, and who are bound by a confidentiality obligation under separate provisions regarding professional secrecy or official secrecy, whether under employment contracts or otherwise, to a standard no less stringent than the obligations imposed on the Receiving Party under these Siemens General Terms and Conditions of Purchase. The Receiving Party shall ensure that the persons referred to in the preceding sentence are obligated to treat such information as confidential.

137. Provided that Siemens consents to the Supplier's engagement of

subcontractors as part of performing the Agreement in accordance with **Article 5 [Subcontractors]**, the Supplier may disclose Confidential Information to such subcontractors if such disclosure is reasonably justified and necessary for their proper performance, in accordance with the Agreement, of the Agreement, either in whole or in part, or specific activities arising from the Agreement, which has been entrusted to them for performance, and only to the extent necessary to fulfil the obligations arising from the Agreement and limited to the necessary minimum, as well as solely for the purposes of performing the Agreement, provided that the Supplier imposes the obligations referred to in this Article on such subcontractors and obligates them to comply with the terms and conditions set forth in this Article, including the destruction or return of Confidential Information in accordance with **Section 135**. Each subcontractor shall provide written consent in this regard and shall agree to maintain confidentiality of any Confidential Information disclosed to it. The Supplier shall ensure that each subcontractor has been obligated to treat the information disclosed to it as confidential.

138. If the obligation to disclose Confidential Information arises from generally applicable laws or from a request by an authorised administrative or judicial body, the Receiving Party may disclose such information only to the extent required by law or by such authorised body, provided that – to the extent permitted by law – it will first notify the Disclosing Party of such an obligation to disclose Confidential Information and will cooperate with the Disclosing Party to limit the scope of the disclosed Confidential Information and agree on the form of such disclosure, unless this is not possible for reasons arising from the request.
139. If, during the term of the Agreement, the Receiving Party discloses Confidential Information to third parties with the prior written consent of the Disclosing Party, as referred to in **Section 133.2,** such disclosure shall be made in accordance with **Section 137**.
140. The Receiving Party agrees to provide, upon any request by the Disclosing Party, information regarding persons who have had access to the Confidential Information.
141. With respect to the obligation of confidentiality, the Supplier shall be liable for actions of any person or entity referred to in this Article to whom the Supplier has disclosed Confidential Information, as if such actions were its own.
142. All tools, designs, samples, models, profiles, drawings, standard specification sheets, print templates, and other materials – including data files and software – provided by Siemens, as well as any materials derived therefrom, may not be disclosed to third parties or used for any purpose other than the one agreed upon in the Agreement, unless Siemens grants its prior written consent. The Supplier must protect such materials from unauthorised access or use. Subject to other rights, Siemens may demand the return of such materials if the Supplier has breached these obligations.
143. Drawings, sketches, technical and commercial information, prototypes, and models provided to the Supplier by Siemens must be treated as confidential; they may be used solely for the purpose of fulfilling deliveries of the Goods or provision of the Services, as applicable, and must be returned immediately upon Siemens' request.

§ 22. Personal data protection

144. The Parties represent that regarding the processing of personal data collected in relation to the subject matter of the Agreement, they act in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as: "**GDPR**") as well as any other European and local regulations concerning the processing of personal data applicable in this regard and that they process the collected data on their own responsibility.
145. The Parties represent that each of them is the controller of respective personal data obtained from the other Party in connection with the performance of the Agreement.
146. Each Party confirms meeting any requirements and, if necessary, the reception of appropriate consents necessary to grant access to personal data of entities they concern.
147. Each Party hereby declares that, in cases required by the GDPR or other applicable laws, it will fulfil its disclosure obligations by own means and effort.
148. The Parties oblige to implement appropriate technical and organisational measures to provide security of personal data processed. The degree of protection of personal data of entities should correspond to the risk of violating the laws and freedoms of natural persons in the event of their unauthorised disclosure, capture, processing, modification, loss or damage.
149. Siemens hereby informs you that the controller of personal data concerning individuals representing the Supplier at the time of entering into the Agreement and contact persons designated by the Supplier for the performance of the Agreement – whose data has been obtained from the Supplier in connection with the conclusion and performance of the Agreement – is Siemens Mobility Sp. z o.o. with its registered office in Warsaw (**"Siemens"**). The personal data referred to in the previous sentence shall be processed for purposes related to the conclusion and performance of the Agreement. Data
150. subjects shall have the right to object to the processing of their data, the right to access their data, the right to request its rectification, deletion or to restrict its processing, as well as the right to data portability. Detailed information regarding the processing by Siemens of the personal data of the individuals referred to in this section, as well as the rights to which these individuals are entitled in connection with the processing of their personal data, is available on the Siemens website at: https://new.siemens.com/pl/pl/qeneral/polityka-prywatnosci.html
151. In the event that, in connection with the performance of the Agreement, it becomes necessary to grant the Supplier access to personal data whose Siemens is the data controller or to transfer such data to the Supplier, the Supplier is required to enter into a separate personal data processing agreement with Siemens, as referred to in Article 28(3) of the GDPR, prior to processing such data, in accordance with a template approved by Siemens, pursuant to which Siemens will entrust the Supplier with the processing of such personal data on behalf of and for the benefit of Siemens, for the purpose of performing the Agreement. The Parties shall set forth in such an agreement the terms and conditions of the entrustment referred to in this section, including the protection and processing of data by the Supplier.
152. To the extent that the Supplier gains access to personal data in the course of performing the Agreement, the Supplier shall comply with the GDPR and all other applicable European and local laws regarding the processing of personal data and data privacy that apply to it. The Supplier shall, upon request, inform Siemens of the Supplier's compliance with these provisions and shall provide Siemens with ongoing access to all information regarding such compliance.
153. The Supplier shall ensure that its own personnel involved in the processing of personal data in connection with the performance of the Agreement undertake to comply with the provisions referred to in **Sections 144 and 151,** in particular to maintain confidentiality of the personal data being processed and the measures taken to secure it, specifically to store such data confidentially, not to disclose or transfer it to other parties, and to secure it against unauthorised access and destruction, to protect such data from access by unauthorised persons and from destruction, and to refrain from using such data for purposes unrelated to the performance of the Agreement, as well as from processing such data in any manner other than in accordance with Siemens' guidelines. The above obligation to maintain confidentiality of personal data shall remain in effect for the entire duration of the Agreement and shall remain in force indefinitely (including after the termination of the Agreement). The Supplier shall provide, upon request, evidence showing that such an obligation has been complied with.
154. Provided that Siemens consents to the Supplier's engagement of subcontractors in the performance of the Agreement in accordance with **Article 5 [Subcontractors**], the Supplier shall impose the obligations referred to in this Article, including those in **Section 151 and 152**, on those subcontractors entrusted with the performance of the entire Agreement, a part of the Agreement, or specific activities arising from the Agreement, the performance of which requires the processing of personal data. The Supplier shall provide, upon request, evidence showing that such an obligation has been complied with.
155. To the extent that the Supplier performs the Agreement at Siemens's premises or has access to Siemens' IT systems, the Supplier is bound by the **"Rules for Siemens Business Partners,"** which must be provided to the Supplier in such cases. The Supplier's access to Siemens' IT systems requires prior express consent from Siemens and the Supplier's acceptance of Siemens' policies governing third-party access. Siemens will determine the specific type and scope of access to be granted to the Supplier.
156. Upon completion of the Agreement, unless Siemens instructs otherwise, the Supplier shall return to Siemens all personal data made available to the Supplier or obtained or generated by the Supplier in connection with the performance of the Agreement, and shall irrevocably delete or destroy all remaining data within 7 (in words: seven) days from the date of termination of the Agreement.

Upon Siemens' request, the deletion or destruction of data shall be confirmed by the Supplier in writing.

157. The Supplier shall impose the obligations referred to in **Section 155** on the Supplier's own personnel referred to in **Section 152** and on the subcontractors referred to in **Section 153.** The Supplier shall provide, upon request, evidence showing that such an obligation has been complied with.

§ 23. Cybersecurity

158. The Supplier shall implement appropriate organisational and technical measures to ensure confidentiality, authenticity, integrity, and availability of the Supplier's Operations as well as the Goods and Services. These measures will be consistent with industry best practices and will include an appropriate information security management system that complies with such standards as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
159. **"Supplier Operations"** mean all assets, processes, and systems (including information technology systems), data (including Siemens data), employees, and locations used or processed by the Supplier in the performance of the Agreement.
160. If the Goods or Services include software, firmware, or chipsets:
    160.1. the Supplier uses secure software development methods that reflect the current state of technical knowledge and technology, including secure coding standards such as the OWASP standards;
    160.2. the Supplier will implement appropriate standards, processes, and methods to prevent, identify, assess, and address any vulnerabilities, malicious codes, and security incidents in the Goods and Services, which shall be consistent with industry best practices and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
    160.3. the Supplier will continue to provide support and services for the repair, update, enhancement, and maintenance of the Goods and Services, including providing Siemens with software patches that address vulnerabilities for a reasonable period during the term of the Goods and Services;
    160.4. the Supplier will provide Siemens with a list of materials detailing all third-party software components included in the Goods. Third-party software must be up to date as of the date of delivery to Siemens;
    160.5. Siemens has the right, but not the obligation, to perform or commission tests of the Goods at any time to check for the presence of malicious code or vulnerabilities, and the Supplier shall provide Siemens with appropriate support in this regard;
    160.6. the Supplier will provide Siemens with a contact person for all matters related to information security (available during business hours).
161. The Supplier shall immediately notify Siemens and the following Siemens cybersecurity contact persons of all detected or suspected material information security incidents and of vulnerabilities detected in any of the Supplier's Operations, the Supplier's Services and Goods, to the extent that they have or may have a material impact on Siemens:
    161.1. for information security incidents: cert@siemens.com;
    161.2. for information security vulnerabilities: svm.ct@siemens.com.
162. The Supplier shall take appropriate measures to ensure that its subcontractors and suppliers remain, for a reasonable period of time, bound by obligations similar to those set forth in this clause.
163. At Siemens' request, the Supplier is required to submit a written proof of compliance with the provisions of this clause, including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

§ 24. Reference customer

164. The Supplier may name Siemens as a reference customer or identify Goods or Services that the Supplier has developed for Siemens in connection with the performance of the Agreement, or publish press releases or make other public statements related to the Agreement, but only upon Siemens' prior written consent.

§ 25. Governing law

165. The Agreement and these Siemens General Terms and Conditions of Purchase are governed by Polish law and shall be interpreted in accordance with that law. In all matters not covered by this Agreement or the Siemens General Terms and Conditions of Purchase, the relevant provisions of the Polish Civil Code and the Copyright Act shall apply. The provisions of the United Nations Convention on contracts for the international sale of goods of 11 April 1980 shall be hereby excluded.

§ 26. Assignment

166. The Supplier may not transfer any rights or obligations (in whole or in part) arising from the Agreement to a third party without Siemens' prior written consent; any such transfer without such consent shall be null and void.

§ 27. Jurisdiction

167. Any disputes arising between the Parties to this Agreement shall be resolved in accordance with Polish law. The Parties will endeavour to resolve disputes through mutual negotiation. If the Parties do not agree to an amicable resolution, the Parties agree that the court competent to resolve the matter shall be the court having jurisdiction over Siemens' registered office, unless the provisions of law unconditionally provides otherwise.

§ 28. Severability

168. Any provision of the Agreement or these Siemens General Terms and Conditions of Purchase that is found to be wholly or partly invalid or unenforceable shall not affect the remaining provisions of the Agreement and these Siemens General Terms and Conditions of Purchase and, in particular, it shall not affect the validity of the remaining provisions or the remaining parts of the relevant provisions. The Parties hereby agree to replace any invalid or unenforceable provision with a new provision that is valid and enforceable and that achieves, to the fullest extent possible, the purpose of such invalid or unenforceable provision.

§ 29. Change of Control Clause

169. For the purposes of this Article, **"Change of Control"** shall mean events that result in a change in the Supplier's ownership structure, in particular:
    169.1. the direct or indirect acquisition or subscription of the Supplier's shares by a third party (who is not a current shareholder of the Supplier – where the Supplier conducts business as a limited joint-stock partnership, a limited liability company, or a joint-stock company;
    169.2. the admission of a third party (who is not a current partner of the Supplier) to a civil law partnership or a partnership – if the Supplier conducts business as a civil law partnership or a partnership;
    169.3. the acquisition of the business or an organised part thereof by a third party – in cases where the Supplier conducts business in its own name as a sole proprietorship or a civil law partnership.
170. For the purposes of this Article, **"Change of Control"** shall also mean the transformation of the Supplier's existing organisational and legal form into one of the forms specified in Article 551 of the Act of 15 September 2000 – Code of Commercial Companies (i.e., Journal of Laws of 2024, item 18, as amended), provided that such transformation is accompanied by one of the events specified in **Sections 168.1–168.3.**
171. In the event of a Change of Control, the Supplier shall immediately notify Siemens thereof and provide Siemens with information regarding the person referred to in **Sections 168.1–168.3.** The above provision shall also apply if the Supplier becomes aware of the planning or implementation of activities related to a Change of Control. In such a situation, Siemens must be notified immediately after the Supplier becomes aware of such information.
172. Siemens will evaluate its continued cooperation with the Supplier in connection with a Change of Control or the planning or implementation of actions related to a Change of Control. Upon Siemens' request, the Supplier shall provide Siemens with additional information related to any Change of Control that has occurred, is planned, or is being undertaken, as necessary to conduct such an assessment.
173. If Siemens decides that continued cooperation with the Supplier, including the performance of the Agreement, is not acceptable to Siemens in light of the circumstances referred to in **Section 170** – in particular because such continued cooperation with the Supplier violates Siemens' interests or jeopardises the reputation of Siemens and its affiliates – Siemens shall be entitled to terminate the Agreement with immediate effect, without notice. The Parties hereby

agree and acknowledge that Siemens' termination of the Agreement with immediate effect under the circumstances described in the preceding sentence constitutes a termination of the Agreement with immediate effect for good cause, and that in such a case, the Supplier shall have no right to claim damages, and Siemens shall not be obligated to compensate the Supplier for any damages resulting from Siemens' termination of the Agreement.

174. If the person referred to in **sections 168.1–168.3** is a competitor of Siemens within the meaning of Article 4(11) of the Act of 16 February 2007 on competition and consumer protection (i.e., Journal of Laws of 2024, item 594, as amended), or if the Supplier becomes such a competitor to Siemens, the provisions of **sections 170–172** shall apply mutatis mutandis.

§ 30. Other provisions

175. The Supplier confirms that it had received these Siemens General Terms and Conditions of Purchase prior to the conclusion of the Agreement, has reviewed them, and has no objections.
176. Each Party shall bear its own costs and expenses, including the fees and expenses of its legal and other advisors, in connection with the negotiation, preparation, and execution of the Agreement.
177. Whenever, under the Agreement, a Party is obligated or entitled to perform any acts, that Party may have such actions performed by its duly authorised representatives, unless the Agreement or mandatory provisions of law (including the nature of the action to be performed) require the Party to act personally.

CHAPTER 2. SPECIFIC PROVISIONS FOR THE PURCHASE OF GOODS

§ 31. Amendment to the Agreement. Resignation from the purchase of Goods

178. Siemens has the right to adjust the quantity and range of Goods specified in the Agreement, but no later than within 3 (in words: three) Business Days from the date of conclusion of the Agreement or from the date the Supplier receives a copy of the Agreement signed by the Supplier.

§ 32. Delivery

179. The Goods shall be delivered in accordance with the *Incoterms* in effect as at the date of delivery to the address specified in the Agreement, at the Supplier's expense and risk. Unless another location is specified, the place of delivery shall be Siemens' registered office.
180. The binding delivery date is the date specified in the Agreement; in the absence of such provisions, the delivery date shall be 14 (in words: fourteen) days from the date of conclusion of the Agreement.
181. The delivery and acceptance of the Goods shall take place at the location described in **Section 178.** If the Goods are delivered by a carrier, Siemens is required to inspect the shipment to determine whether any loss or damage occurred during transit and to take all necessary steps to establish the carrier's liability.
182. The individual packaging, label, or wrapper of the Goods must include all information and markings required by law, in particular the name of the Goods and the name and address of the manufacturer and importer.

§ 33. The Supplier's obligation to verify and notify

183. The Supplier is required to inspect components – such as raw materials – delivered by Siemens or by suppliers, manufacturers, or other third parties at the time of receipt to ensure that they do not have any obvious or hidden defects. If defects are detected during such inspections, the Supplier is required to immediately notify its suppliers or – if the components are supplied by Siemens – to notify Siemens thereof.
184. The Supplier is required to verify the delivery of Goods and Services (including the aforementioned components) with respect to third-party rights and legal title, and to notify Siemens of any third-party intellectual property rights.

§ 34. Guarantee and Warranty (Purchase of Goods)

185. The Supplier guarantees that the Goods delivered comply with the terms and conditions of the Agreement, meet the agreed technical requirements, and are free from defects (including shortages) that could affect or diminish their value or their ability to be used properly.
186. The Supplier guarantees that the Goods delivered meet the quality and safety requirements set forth in the applicable standards. In particular, it ensures that the technical requirements in effect in the country of manufacture, as well as those of the country to which the goods are being shipped, will be met. In the event of any discrepancies between those requirements, standards applicable in the country of destination shall apply.
187. The guarantee period shall be 24 (in words: twenty-four) months, beginning on the date Siemens accepts the Goods at the place of delivery. If the Supplier offers a guarantee period that is longer than 24 months, the longer period shall apply, subject to the provisions of the Siemens General Terms and Conditions of Purchase and the provisions of the Agreement.
188. The Supplier's liability under the warranty begins upon delivery of the Goods to Siemens and continues for as long as Siemens' liability to the customer remains in effect, provided that the Goods are ultimately delivered to a Siemens customer; in all other cases, the statutory warranty shall apply.
189. Siemens' obligation to inspect the goods, as provided for in Article 563 of the Civil Code, does not include an obligation to open the bulk packaging, and the Supplier shall be liable for defects discovered after unpacking in the same manner as for latent defects.
190. The Supplier is required to notify Siemens of any circumstances that make the delivered Goods hazardous to life or health.
191. If Siemens withdraws from the Agreement, Siemens is required to return the Goods to the Supplier. The Goods shall be released to the Supplier at the place determined by Siemens (the Supplier's registered office or the location specified in the Agreement). The Supplier shall accept the Goods at the place and within the time limit specified by Siemens, but in any case no later than within 7 (in words: seven) days as of being called upon to do so by Siemens. After the deadline for the acceptance of the Goods has passed, Siemens may dispose of the Goods through a joint committee at the Supplier's expense, without any obligation to refund the price of the disposed Goods. The right to withdraw from the Agreement, as provided for in the Civil Code, shall remain unaffected.

§ 35. Payments (Purchase of Goods)

192. Payment for the delivered Goods shall be made upon receipt of the Goods, based on a properly issued VAT invoice, within 60 (in words: sixty) days from the date of effective delivery of the VAT invoice to Siemens.

§ 36. Liability and contractual penalties (Purchase of Goods)

193. The Supplier bears full liability for damages arising from causes related to the features or properties of the Goods, as well as from their improper packaging or labelling.

§ 37. Agreement performance deadlines and contractual penalty for the failure to adhere to the deadlines (Purchase of Goods)

194. For the purposes of determining whether a delivery is on time, the relevant point in time shall be the date of receipt at the destination in accordance with the *Incoterms* in effect as at the delivery date specified by Siemens, and in the case of a delivery involving installation, commissioning, or repair services, the relevant point in time shall be the date of acceptance by Siemens.

§ 38. Right of Use

195. The Supplier hereby grants Siemens the following non-exclusive, transferable rights to:
    195.1. use the Goods and Services, including any related documentation, to combine them with other products and distribute them together;
    195.2. install, deploy, test, and maintain the software and related documentation (hereinafter referred to as: **"Software"**);
    195.3. grant sublicences for the right referred to in **Section 194.2** to affiliated companies (as defined in Article 4(1)(5) of the Code of Commercial Companies (hereinafter referred to as: **"Affiliates"**), contracted third parties, distributors, and end customers;
    195.4. grant sublicences to Affiliates and other distributors for the right to grant further sublicences of the right referred to in

Section 194.2 to end customers;

195.5. use the Software for the purpose of integrating it with other products or to copy the Software, or to allow Affiliates, contracted third parties, or distributors to use or copy the Software;

195.6. distribute, sell, rent, lease, make available for download, or make the Software publicly available – for example, in the context of providing application services or in other contexts – and to copy the Software to the extent necessary, provided, however, that the number of licences in use at any given time does not exceed the number of licences purchased;

195.7. grant sublicences for the right to use in accordance with **Section 194.6** to Affiliates, contracted third parties and distributors.

196. In addition to the rights granted in **Section 194,** Siemens, its partners, and distributors are authorised to allow end customers to transfer the relevant licences.

197. All sublicences granted by Siemens shall ensure adequate protection of the Supplier's intellectual property rights in the Software. All sublicences shall include all contractual provisions applied by Siemens to protect its own intellectual property rights.

CHAPTER 3. SPECIFIC PROVISIONS FOR THE PURCHASE OF SERVICES

§ 39. Amendment to the Agreement. Resignation from the purchase of Services

198. After the Agreement has been entered into, including during the term of the Agreement, Siemens has the right to adjust the type and scope of the Services covered by the Agreement, the requirements for the Services, and other terms specified in the Agreement, as well as to order additional Services, in accordance with the procedure set forth below.

199. Siemens will notify the Supplier in writing or via email of the need to amend the Agreement (**"Request for Amendment"**).

200. No later than 5 (in words: five) Business Days from the date of receipt of the Request for Amendment, the Supplier shall submit to Siemens a proposal for the implementation of the Request for Amendment.

201. With respect to the procedure for placing and confirming supplemental Purchase Orders, **Sections 21-27** shall apply mutatis mutandis.

202. The supplemental Purchase Order constitutes an integral part of the Agreement.

203. In the case the proposal is accepted by persons not authorised by Siemens, Siemens is not obligated to cover any costs arising from the supplemental Purchase Order.

§ 40. Method of performing Services

204. The Supplier declares that it has the required qualifications, licences, experience, and skills, as well as the personnel and the technical and financial capacity necessary to provide the Services covered by the Agreement.

205. The Supplier performs the Services in a proper and professional manner, with the utmost (professional) care and diligence required in relationships of this nature, taking into account the standard of care expected of a professional, at a high level of substantive, artistic, technical, and organisational standards, utilising all of its knowledge and experience to achieve the best result possible. The Supplier undertakes to maintain the highest standard of Services. In particular, this shall apply to not accepting and not carrying out assignments and projects which could give rise to a conflict of interest or which would be contrary to the purpose of the Agreement and which could consequently be to the detriment of Siemens.

206. The Supplier shall perform the Services having the interests of Siemens and its reputation in mind.

207. The Supplier shall perform the Services in the manner specified in the Agreement and in these Siemens General Terms and Conditions of Purchase, as well as in accordance with the applicable law and in the manner that does not jeopardise the assets or reputation of Siemens and Siemens affiliates.

208. The Supplier undertakes to refrain, in connection with the performance of the Agreement, from undertaking any activity that would cause Siemens to be in any way in breach of anti-corruption laws. In the performance of the Agreement, neither the Supplier nor any person acting for, on behalf of, or on the instructions of the Supplier shall give, offer, pay, promise, or agree to pay, either directly or indirectly, any sums of money or any other pecuniary benefits to any "public official" for the purpose of influencing the acts or decisions of such official or public authority, or to take unlawful advantage through acquiring or maintaining business with or for another person, or by directing business to another person. The Supplier also undertakes not to invoke any influence, in particular as regards the intention to achieve the aforementioned objectives.

209. To the extent necessary for the purposes of this Agreement, the Supplier shall obtain all necessary and legally required permits, file all legally required notifications, and fulfil all other legal obligations in order to properly perform the Services.

210. The Supplier may perform the Services at Siemens' premises if this is necessary for the proper performance of the Agreement and has been agreed upon in writing with Siemens in advance. In such a case, Siemens will grant the Supplier access to the relevant premises. The Supplier is responsible for the safety of the work performed.

§ 41. Rules of cooperation between the Parties

211. To ensure smooth performance of the Agreement, each Party shall authorise and designate to the other Party contact persons for all ongoing matters related to the Agreement, including the authority to take a stance, issue approvals and acceptances, and obtain information regarding the performance of the Agreement.

212. Siemens shall provide the Supplier's contact person, to the extent possible and in the agreed format, with documents, information, or data belonging to Siemens that Siemens deems necessary for the Supplier to perform the Services, unless such documents, information, or data are otherwise available to the Supplier. If the Supplier deems this information insufficient, it shall notify Siemens immediately thereof. Siemens declares that the information and data provided to the Supplier are accurate and true; however, this does not relieve the Supplier, as a professional, of the obligation to verify and/or process them within the scope of the Services, should such processing prove necessary.

213. Siemens undertakes to cooperate with the Supplier in order to perform the Agreement and to provide the necessary substantive and expert support related to the performance of the subject matter of the Agreement.

214. The Supplier agrees to cooperate with Siemens on an ongoing basis in order to perform the Agreement.

§ 42. Duty to inform. Control. Notifying of reservations and comments

215. Unless otherwise agreed, the Supplier shall keep Siemens informed of the progress in the performance of the Services on an ongoing basis. The Supplier shall promptly notify Siemens of any significant circumstances that affect or may affect the proper and timely performance of the Services. The foregoing does not exclude or limit the Supplier's potential liability.

216. The Supplier agrees, upon any request by Siemens, to provide Siemens with all necessary information and clarifications related to the performance of the Services, and to make available to Siemens all documentation concerning the work performed and the Services provided.

217. If the Agreement stipulates that the Supplier is to develop training materials for the provision of the Services, the Supplier must obtain Siemens' approval for such materials prior to their use.

218. Siemens has the right to monitor, on an ongoing basis, the manner in which the Supplier performs the Services and the progress of the related work, as well as to verify the manner in which the Services have been performed once they have been completed. The Parties agree that the person(s) designated by Siemens is/are authorised to conduct such an inspection and verification.

219. Unless otherwise agreed in the Agreement, in the event that:

219.1. Siemens determines, during the performance of the Services, or

219.2. after the completion of performance of the Services, or

219.3. upon the Supplier's confirmation that the performance of the Services has been completed (if such confirmation is required under the Agreement),

any deficiencies regarding Services being performed or already completed by the Supplier, including any objections to the manner in which they were performed or their quality, Siemens shall notify the Supplier of its objections and comments and shall request the Supplier to remedy such deficiencies within a timeframe specified, at Siemens' sole discretion, in the notice.

§ 43. Service acceptance procedure

220. If the Agreement stipulates that the Service provided by the Supplier is subject to Acceptance, the Service Acceptance procedure shall be conducted in accordance with the following provisions.
221. Upon completion of the performance of the Service or upon the Supplier's confirmation of the Service's completion (if such confirmation is required under the Agreement), the Supplier shall immediately notify Siemens that the Service is ready for Acceptance, but no later than on the date specified in the schedule agreed upon by the Parties in the Agreement (if such a schedule is specified in the Agreement).
222. During acceptance, Siemens will conduct an inspection of the Service, which consists, in particular, of verifying whether the Service meets the requirements, functionalities, and characteristics specified in the Agreement and whether it is free from defects (**"Acceptance"**).
223. The Supplier is required to promptly provide Siemens with all information, data, and explanations to the extent necessary to conduct the Acceptance, and to make available and present the results of the work performed, as well as to ensure that they can be inspected and to cooperate in any other necessary manner separately agreed upon by the Parties.
224. The activities carried out as part of the Acceptance procedure must be documented by preparing a written acceptance report signed by the Parties (hereinafter referred to as: "**the Acceptance Report**"). The Acceptance Report must describe all defects identified during the Acceptance, i.e., both defects that prevent or hinder the use of the Service in accordance with its intended purpose (**"Material Defects"**), as well as other defects (**"Non-Material Defects**"). The Acceptance Report is issued "without reservations" if, during the Acceptance, Siemens does not identify any defects in the Service, or "with reservations" if, during the Acceptance, Siemens identifies defects in the Service.
225. If, during Acceptance, Siemens identifies defects in the Service, it shall indicate them accordingly in the Acceptance Report "with reservations," while also specifying a deadline for their rectification, which shall also serve as the maximum deadline for Siemens to resubmit the Service for Acceptance after addressing all comments and rectifying all irregularities reported by Siemens in the Acceptance Report "with reservations."
226. The Supplier is required to remedy the defects described in the Acceptance Report "with reservations" within the timeframe specified by Siemens in that report, which shall not exceed 14 (in words: fourteen) days from the date of Siemens' signature on the Acceptance Report "with reservations."
227. After rectifying the Material Defects, the Supplier shall again notify the Customer that the Service is ready for Acceptance. The Acceptance procedure will be repeated until an Acceptance Report is drawn up "without reservations" (whereby Siemens shall be entitled to charge contractual penalties for the period of delay as specified in the Agreement or to terminate the Agreement pursuant to **Sections 101.1 and 102**).
228. Siemens is entitled to refuse to sign the Acceptance Report if Material Defects have been found. Siemens does not consent to any limitations in this regard.
229. The Acceptance Date shall the date indicated as the "acceptance date" in the Acceptance Report signed by the Parties "without reservations."
230. If Siemens signs the Acceptance Report "with reservations" and the defects in the Services are subsequently remedied within the time limit specified in that report, resulting in Siemens signing the Acceptance Report "without reservations," for the purposes of calculating the contractual penalties specified in the Agreement, including in these Siemens General Terms and Conditions of Purchase, the Acceptance Date shall be deemed to be the date indicated in the Acceptance Report "with reservations" as the "acceptance date."
231. An Acceptance Report "with reservations" does not constitute grounds for issuing a VAT invoice or paying compensation.
232. If the Parties fail to sign the Acceptance Report due to the discovery of Material Defects or the Supplier's failure to remedy the identified defects within the time limit set for that purpose, Siemens shall be entitled to:
    232.1. withdraw from the Agreement in whole or in part at its own discretion after granting the Supplier, in writing, an additional deadline of no less than 14 (in words: fourteen) days for the rectification of defects (Siemens may exercise its right to withdrawal within 6 [in words: six] months from the date on which it became aware of the above grounds for termination),
    232.2. in the event that the right specified in **Section 231.1** is not exercised, to entrust the performance of the Service to another entity, at the Supplier's expense and risk (whereby the Parties agree that, in this regard, they exclude the application of Article 480 of the Civil Code with respect to Siemens' obligation to obtain court authorisation for such an assignment).
233. The Supplier shall also be liable for defects that were not identified during Acceptance but were discovered at a later date, including after the Acceptance Date, in accordance with the terms and conditions of the warranty and guarantee (including, in particular, defects concealed by the Supplier), as set forth in these Siemens General Terms and Conditions of Purchase.

§ 44. Guarantee and Warranty (Purchase of Services)

234. The Supplier guarantees that it has performed the Service correctly and properly, in accordance with the provisions of the Agreement, and that the Service performed meets the terms and conditions of the Agreement, complies with the requirements agreed upon in the Agreement, enables the achievement of the objective set forth in the Agreement, possesses the features, functionalities, and characteristics necessary for its proper use in accordance with its intended purpose, including as provided for in the Agreement, and is free from any defects (including deficiencies and errors), that could affect or diminish the value or usefulness of the Service provided in light of the purpose set forth in the Agreement or its intended use, or limit the ability to use it properly, in accordance with its intended use or the purpose specified in the Agreement, or completely prevent such use, and that it complies with and will remain compliant with applicable law throughout the term of the Agreement.
235. If the Supplier fails to remedy any defect (i.e., fails to perform repairs) or fails to re-perform the defective Service, Siemens shall grant the Supplier an additional time limit to remedy the defect or to re-perform the defective Service, in each case being not less than 7 (in words: seven) days from the date of delivery of the notice. Upon the ineffective expiration of such additional period, Siemens shall be entitled to have the defect remedied by a third party at the Supplier's expense and risk. For the avoidance of doubt, the Parties confirm that they are hereby amending the provisions of Article 480(1) of the Civil Code with respect to Siemens' obligation to obtain court authorisation. After the Supplier has remedied the defect under the guarantee, the Parties shall, within 7 (in words: seven) days, draw up a report confirming that the defect has been remedied. The above provision does not relieve the Supplier of its liability under the guarantee.
236. The Supplier's liability under the warranty shall commence upon the occurrence of the following events, as applicable:
    236.1. the completion of performance of the Services by the Supplier or the Supplier's confirmation of such completion (if the Agreement requires such confirmation), provided that Siemens does not submit, within 7 (in words: seven) Business Days, counted respectively from the date of completion of the Services or from the date of receipt of the confirmation of completion of the Services, any reservations or comments regarding the manner in which the Services were performed, or
    236.2. the Supplier's rectification of all reported reservations or comments within the timeframe specified by Siemens in the notice – if Siemens raises such reservations or comments, or
    236.3. if the Service provided by the Supplier is subject to Acceptance, for which an Acceptance Report is prepared:
        236.3.1. as of the date on which the Parties sign the Acceptance Report "without reservations," or
        236.3.2. if defects are found at the time of Acceptance and the Acceptance Report is signed "with reservations," specifying the defects found – from the date on which the Acceptance Report is signed "without reservations" following the rectification of the defects.
237. The guarantee period shall be 24 (in words: twenty-four) months and shall begin upon the occurrence of the events specified in **section 235,** as applicable**.** If the Supplier offers a guarantee period that is longer than 24 months, the longer period shall apply, subject to the provisions of the Siemens General Terms and Conditions of Purchase and the provisions of the Agreement.
238. The Supplier's liability under the warranty shall continue for as long as Siemens' liability to the customer remains in effect, provided that the Service is ultimately provided to a Siemens customer; in all other cases, the statutory warranty shall apply.

§ 45. Payments (Purchase of Services)

239. The Parties agree that the Supplier is entitled to issue a VAT invoice and receive the remuneration specified in the Agreement for the Services rendered upon the occurrence of the following events, as applicable, namely:
    239.1. after the completion of performance of the Services by the Supplier or after the Supplier's confirmation of completion of performance of the Services (if the Agreement requires such confirmation), provided that Siemens does not submit, within 7 (in words: seven) Business Days, counted respectively from the date of completion of the Services or from the date of receipt of the confirmation of completion of the Services, any reservations or comments regarding the manner in which the Services were performed, or
    239.2. after the Supplier's rectification of all reported reservations or comments within the timeframe specified by Siemens in the notice – if Siemens raises such reservations and comments, or
    239.3. if the Service provided by the Supplier is subject to Acceptance, for which an Acceptance Report is prepared:
        239.3.1. after the Parties sign the Acceptance Report "without reservations," or
        239.3.2. if defects are found at the time of Acceptance and the Acceptance Report is signed "with reservations," specifying the defects found – after rectification of the defects and signing the Acceptance Report "without reservations."
240. An Acceptance Report "with reservations" does not constitute grounds for issuing a VAT invoice or paying compensation for the performed Services. The Supplier is entitled to issue a VAT invoice and receive payment for the rendered Services only on the basis of an Acceptance Report signed by the Parties "without reservations."
241. The Parties agree that the VAT invoice will be issued no earlier than following the occurrence of the events referred to in **Sections 238.1 – 238.3**, and no earlier than after Siemens receives the documentation referred to in **Section 69,** if the Supplier is required to provide such documentation**.**
242. Payment of the remuneration for the proper performance of the Services by the Supplier, as referred to in **Section 58,** shall be made upon the occurrence of the events specified in **Sections 238.1-238.3** and in **Section 69,** and on the basis of a properly issued VAT invoice, within 60 (in words: sixty) days from the date of effective delivery of the VAT invoice to Siemens.

§ 46. Services performance deadlines and contractual penalty for the failure to adhere to the deadlines (Purchase of Services)

243. Unless otherwise agreed upon in the Agreement, for the purposes of determining whether the Services have been performed on time, the following shall be decisive, as applicable:
    243.1. the Supplier's compliance with the deadlines for the performance of the Services specified in the Agreement, or
    243.2. the day specified as the "Acceptance Date" in the Acceptance Report signed by the Parties "without reservations" – in the case of Services subject to Acceptance, for which the Acceptance Report is drawn up.
244. If the Parties sign the Acceptance Report "with reservations" and the defects are subsequently remedied within the time limit specified in that report, resulting in signing the Acceptance Report "without reservations," for the purposes of calculating the contractual penalties referred to in this Article, the "Acceptance Date" shall be deemed the date indicated in the Acceptance Report "with reservations" as the "Acceptance Date."

§ 47. Performance bond

245. The Supplier agrees to provide a performance bond in the amount specified in the Agreement and in accordance with the terms and conditions set forth in the Agreement, in one or more forms, at Siemens' discretion, specifically in the form of:
    245.1. a cash deposit paid into the Siemens bank account specified in the Agreement (hereinafter referred to as: **"Cash Deposit"**), or
    245.2. an irrevocable, unconditional bank or insurance guarantee, payable upon Siemens' first demand, without objection or reservation, in a form approved by Siemens (hereinafter referred to as: "**Bank Guarantee**"),
    245.3. within 14 (in words: fourteen) days of the date of conclusion of the Agreement.
246. The provision of security referred to in **Section 244** shall be made to secure Siemens' claims under the Agreement arising from non-performance or improper performance of the Agreement, including contractual penalties and damages, as well as to ensure the proper rectification of defects during the guarantee period and the warranty period.
247. The Supplier agrees to maintain the security referred to in **Section 244** throughout the term of the Agreement and for a period no shorter than the warranty period and the guarantee period specified in these Siemens General Terms and Conditions of Purchase.
248. In the event of an increase in the amount of compensation during the term of the Agreement, the Supplier is obligated, without a separate request from Siemens, within 7 (in words: seven) days from the date of the amendment made to the Agreement regarding the increase in the amount of compensation, to increase the amount of the established security accordingly, either by providing Siemens with an amendment to the Bank Guarantee or a new Bank Guarantee, or by making a supplementary payment toward the Cash Deposit.
249. Siemens shall be entitled to enforce the security in any case where the Supplier fails to fulfil, in whole or in part, its obligations under the Agreement or any other claim Siemens may have against the Supplier pursuant to the provisions of the Agreement, including contractual penalties and damages, notwithstanding the expiration of the deadline for performance and notwithstanding the expiration of an additional 7-day (in words: seven-day) grace period set by Siemens in a written demand for the performance of duties addressed to the Supplier. If Siemens exercises its right to the security, the Supplier shall be obligated to restore the required security, i.e., to make up the shortfall, within a period not exceeding 21 (in words: twenty-one) days from the date on which the Supplier is notified in writing that Siemens has drawn on the security, by: providing Siemens with an amendment to the Bank Guarantee or a new Bank Guarantee, or making a payment toward the Cash Deposit, as applicable.
250. The costs of establishing and releasing security interests shall be borne entirely by the Supplier.
251. If the Supplier fails to provide the security referred to in **Section 244** by the required deadline, Siemens shall be entitled, as of the day following the expiration of that deadline, to set off the amount of the security against the Supplier's claim for payment of the remuneration specified in the Agreement.

§ 48. Termination of the Agreement (Purchase of Services)

252. The expiration or termination of the Framework Agreement does not automatically result in the termination or expiration of Purchase Orders or Framework Orders entered into during the term of such agreement and does not release the Parties from their obligation to fulfil them. The provisions of the Framework Agreement and these Siemens General Terms and Conditions of Purchase apply to such orders. For the avoidance of doubt, the Parties confirm that in the event of the expiration or termination of the Framework Agreement, the Supplier is obligated to continue fulfilling the order referred to in the preceding sentence and to fulfil it in its entirety, in accordance with the Framework Agreement and such order, unless Siemens decides otherwise and, at its sole discretion, releases the Supplier, in whole or in part, expressly, from the performance of unfulfilled or partially fulfilled Purchase Orders or Framework Orders and obligations arising from the Framework Agreement or such an order, in particular from that part of the obligations arising from the Framework Agreement or such an order relating to the performance of Services, for which the Supplier has not commenced performance due to the failure of the performance deadline specified in such an order to expire, or that portion of the obligations arising from the Framework Agreement or such an order relating to the performance of Services, the performance of which the Supplier began prior to Siemens' notice of termination of the Framework Agreement but has not yet completed, which shall be deemed by the Parties to constitute a termination by Siemens of the Purchase Order or the Framework Order, as applicable, with immediate effect.

§ 49. Exit Plan service

253. At Siemens' request, made during the term of the Agreement, including at any stage of the cooperation or after either Party has given notice of termination of the Agreement, has withdrawn from it, or after the Agreement has been terminated in any other manner, or upon its expiration, the Supplier, as part of the compensation specified in the Agreement, shall be obligated to:
    253.1. provide Siemens or a third party designated by Siemens, within the timeframe specified by Siemens, which shall not be less than 7 (in words: seven) days from the date on which

such request is submitted, all information necessary for the uninterrupted and full use of the Services performed and the results of the Services, including the IT system, applications, computer programmes, or other tools implemented at Siemens as part of the performance of the Agreement (in particular, the provision of access codes, logins, passwords, etc.),

253.2. transfer knowledge to Siemens or a third party designated by Siemens to the extent necessary to enable Siemens or such third party to independently, continuously, and fully continue the performance of the Services and their operation, all activities and work covered by the Services, in particular the maintenance of the IT system, applications, computer software, or other tools implemented at Siemens as part of the performance of the Agreement,

253.3. provide Siemens or a third party designated by Siemens, within the timeframe specified by Siemens – which shall not be less than 7 (in words: seven) days from the date such request is submitted – with access to all documentation provided or prepared in connection with the performance of the Agreement,

253.4. release to Siemens or a third party designated by Siemens, within the timeframe specified by Siemens, which shall not be less than 7 (in words: seven) days from the date of such request, complete documentation that is valid as at the date of termination or expiration of the Agreement, regarding all work performed in connection with the provision of the Services,

253.5. provide Siemens or a third party designated by Siemens, within 7 (in words: seven) days from the date such request is submitted, access to the Supplier's reporting system, including the repository of reported irregularities in the performance of the Services, along with a description of actions taken to resolve them,

(hereinafter referred to as: **the "Exit Plan Service"**).

254. The Parties agree that the purpose of the Exit Plan Service is to provide Siemens with full support in the process of taking over the performance of the Services and all activities and work covered by the Services, whether performed by Siemens or a third party designated by Siemens, as well as in the use of the Services performed and their results, following the termination or expiration of the Agreement.
255. The Parties agree that the Exit Plan Service will be performed within the timeframe specified by Siemens, which shall be no less than 7 (in words: seven) days from the date on which Siemens submits the request referred to in **Section 252.**
256. For the avoidance of any doubt, the Parties agree and confirm that the Supplier is not entitled to any additional compensation in connection with the performance of the Exit Plan Service. The compensation for the above was included in the compensation specified in the Agreement.
257. The implementation of the Exit Plan will be subject to evaluation by Siemens. The Exit Plan Service is considered successfully completed if Siemens' inspection of the completed Exit Plan Service yields a positive result and Siemens does not raise any comments or objections. Once Siemens has approved the completion of all work under the Exit Plan Service, the Parties shall sign a written acceptance report.
258. Notwithstanding any other provisions of the Agreement and these Siemens General Terms and Conditions of Purchase, including those governing copyright, Siemens is entitled to use on its own or to transfer to a third party, for the purpose of ensuring the performance of all Services, as well as the activities and work covered by the Services, any documents, presentations, and results of the Supplier's work received in connection with the performance of the Agreement, as well as project documentation (e.g., agreements between the Agreement coordinators, project correspondence, etc.).

§ 50. Release of documentation

259. The Supplier shall provide Siemens with all documentation, including properly prepared as-built documentation regarding the performance of the Services in a digital form and/or as a printout (copies), as well as other tools, including copies thereof, which it received or produced in connection with the performance of the Services, immediately upon the occurrence of the following events, as applicable:

259.1. after the completion of performance of the Services by the Supplier or after the Supplier's confirmation of completion of performance of the Services (if the Agreement requires such confirmation), provided that Siemens does not submit, within 7 (in words: seven) Business Days, counted respectively from the date of completion of the Services or from the date of receipt of the confirmation of completion of the Services, any reservations or comments regarding the manner in which the Services were performed, or

259.2. after the Supplier's rectification of all reported reservations or comments within the timeframe specified by Siemens in the notice – if Siemens raises such reservations and comments, or

259.3. if the Service provided by the Supplier is subject to Acceptance, for which an Acceptance Report is prepared:

259.3.1. after the Parties sign the Acceptance Report "without reservations," or

259.3.2. if defects are found at the time of Acceptance and the Acceptance Report is signed "with reservations," specifying the defects found – after rectification of the defects and signing the Acceptance Report "without reservations."

§ 51. Copyright. Licences. Industrial property rights

260. If, in the course of providing the Services, the Supplier has created or delivered any works within the meaning of the Copyright Act, including, in particular, articles, presentations, reports, designs, analyses, concepts, computer programmes (along with related documentation), any software components, scripts, graphics, drawings, design documentation, or any other documentation, or any other materials specified in the Agreement, including drafts, even if unfinished (hereinafter referred to as: **"Works"**), the Supplier warrants that it holds the economic copyrights to the Works to the extent necessary to fulfil the Supplier's obligations under this Article, subject to **Section 277.**
261. The Parties agree that, as part of the compensation specified in the Agreement, the Supplier hereby transfers to Siemens, by virtue of this Agreement, all economic copyrights to any Works created in connection with the performance of the Services by the Supplier or by persons engaged by the Supplier in the performance of the Services (from whom the Supplier has previously acquired such rights), without any time, territorial, or quantitative restrictions, in all fields of use known at the time of the conclusion of the Agreement, including the fields of use specified in Article 50 and Article 74(4) of the Copyright Act, as well as in the following fields of use, subject to **Section 277**:

261.1. recording and reproducing the Work, including saving it on any medium and in any format, storing it in computer memory and on other digital data storage media, and producing copies of the Work using any technique, including magnetic, printing, reprographic, digital, photographic, audiovisual, optical, and computer-based techniques;

261.2. sale of the original or copies on which the work has been perpetuated, marketing, lending or rental of the original or copies,

261.3. distribution of the Work in a different manner than the one laid down above – public performance, exhibition, display, playback, broadcasting and re-broadcasting, as well as making the Work available to the public in such manner that members of the public may access it from a place and at a time individually chosen by them, including by through Internet, IT, ICT, multimedia, and computer networks, regardless of whether these networks provide access to a limited or unlimited number of people;

261.4. making modifications, cuts, alterations, and adaptations, along with the right to use them;

261.5. creation and use of any number of copies of the whole or any part thereof, including backup copies of the whole or any part thereof, and the use of such copies simultaneously with the original or parts thereof;

261.6. translation, adaptation, change of layout or introduction of any changes to the Works;

261.7. broadcasting via terrestrial, wired, and wireless video or audio signals, as well as via satellite (both encrypted and unencrypted signals), along with the right to re-transmit on digital platforms or cable networks;

261.8. public performance or playback, display, or presentation, regardless of the nature or size of the audience.

262. Within the scope of the fields of use listed in **Section 260,** Siemens shall be entitled, in particular, to reuse all or part of the documentation as part of implementation of any project.
263. In the event that a new field of use arises that was unknown at the

time the Agreement was entered into, the Supplier undertakes, within 14 (in words: fourteen) days of being notified by Siemens, to enter into an annex to the Agreement transferring the economic copyrights to the new field of use as part of the compensation specified in the Agreement.

264. The transfer of copyrights shall cover their exercise in all forms and in all fields of use covered by the Agreement, both within the territory of Poland and abroad, without any time or territorial limitations.
265. The transfer of the rights referred to above shall take place upon the creation of the Work or a separable part thereof and locking down of such work or parts thereof in any form, whether the locking down covers the entirety or part of the Work, and irrespective of whether the entirety or part of the Work has reached its final form, respectively. If the transfer of rights is not possible at the time described in this section, it shall take place no later than upon the delivery of the Work or any part thereof (regardless of whether they have reached their final form) to Siemens, regardless of the form and method of delivery, in particular by uploading it to the Siemens computer network, unless payment of the remuneration due for the transfer of rights occurs earlier – in which case, upon payment of such remuneration (the Parties shall deem the date on which Siemens' account is debited with the fee amount to be the date of payment), and if the transfer of rights upon payment of the fee is not possible – at the earliest possible time, but no later than upon the transfer of the Works to Siemens.
266. The Supplier shall provide Siemens, in exchange for the compensation specified in the Agreement, upon delivery of standard software (i.e., software comprising computer programmes that are a standard solution of the Supplier or another third party, provided by the Supplier in performance of the Agreement but not individually intended for Siemens nor developed by the Supplier in performance of the Agreement, e.g., standard firmware) [**"Standard Software"**], without the need to submit additional declarations or licences to use the Standard Software, for the fields of use specified in **Section 260,** together with the right to grant sublicences to any entities, including entities within the Siemens Group, subcontractors, suppliers, and partners of Siemens, for the period specified in **Section 266,** unless payment of the licence fee is made earlier – in which case, the licence shall take effect upon payment of such fee (the Parties agree that the date of payment shall be the date on which Siemens' account is debited with the licence fee), and if granting the licence upon payment of the licence fee is not possible – at the earliest possible time, but no later than upon the transfer of the Standard Software to Siemens.
267. The licences referred to in **Section 265** are granted for a period of 60 (in words: sixty) months, and upon expiration of this period, the Supplier shall be entitled to renew this licence for further periods in exchange for a fee paid by Siemens. The costs and terms of the licence renewal will be agreed upon by the Parties on a case-by-case basis. The Supplier agrees not to take any actual or legal actions that could result in the termination, withdrawal, dissolution, expiration, or another form of termination of the licence (and, where applicable, sublicence) to use the Standard Software granted under these Siemens General Terms and Conditions of Purchase. The above provision does not apply to the expiration of a licence due to Siemens' failure to pay the required licence fee. The Supplier shall notify Siemens of this fact 180 (in words: one hundred eighty) days before the licence expires.
268. As part of the compensation specified in the Agreement, the Supplier transfers to Siemens the right, unlimited in time and territory, to exercise derivative copyrights to the Works and to authorise third parties to use and exercise derivative copyrights to the Works, respectively, upon the transfer of the economic copyrights to the Works and to the dedicated software [i.e., software comprising computer programmes created in connection with the performance of the Agreement by the Supplier or by persons engaged by the Supplier in the performance of the Agreement (from whom the Supplier previously acquired the copyrights)] [**"Dedicated Software"**] and the granting of a licence for the Standard Software, in the fields of exploitation listed in **Section 260,** as well as for the creation of derivative works, if consent to create such derivative works would be required under the copyright law. The exercise of derivative rights includes:
    268.1. the creation, distribution, and use of any and all compilations, reworks, transformations, redesigns, expansions, modifications, and adaptations, regardless of the type of derivative work, including those not resulting from technical, technological, or functional requirements,
    268.2. the introduction (as well as the regulation and use of), even without the involvement of the Supplier, the authors of the Works, or other parties, of changes, additions, updates, and transformations intended to adapt the works created on the basis thereof to Siemens' current needs.
269. As part of the compensation specified in the Agreement, upon the transfer of the economic copyrights to the Works and the Dedicated Software and the granting of a licence for the Standard Software, ownership of all originals, copies, and media on which the Work or any part thereof is recorded shall be transferred to Siemens.
270. With regard to the Dedicated Software, the Supplier is required to provide Siemens with the source code on CD/DVD and/or a USB flash drive (two redundant media containing copies of the code) or, alternatively, in another electronic format on a storage medium specified by Siemens, for all products created or compiled by the Supplier for the purposes of performing the Agreement, together with the information necessary to use the code (including information concerning which software/system the code applies to, and which compiler and options should be used, if it is compilable).
271. The Supplier warrants that neither the Supplier nor any third parties holding moral rights in the Works will exercise moral rights in the Works against Siemens or persons authorised by Siemens to use the Works, particularly to the extent that the exercise of such rights would prevent or impede the use of the Work, including its modification. The Supplier irrevocably authorises Siemens, without any time or territorial restrictions, to exercise moral rights and to grant further permissions in this regard to any entities of Siemens' choosing. The Supplier authorises Siemens to not include information regarding the authorship of a given Work or to identify the author by name or pseudonym.
272. The compensation specified in the Agreement covers the use of the Works in all fields of use covered by these Siemens General Terms and Conditions of Purchase, including those referred to in **Section 262,** as well as the transfer of other rights, the granting of consents, and the assumption of obligations in accordance with the Agreement. The Supplier is not entitled to separate compensation for the use of the Works in each separate field of use.
273. The Supplier declares that it holds the economic copyrights, as defined by the Copyright Act, to the Works, as well as other rights to the Works transferred to Siemens in accordance with these Siemens General Terms and Conditions of Purchase – in their entirety, without any restrictions or encumbrances in favour of third parties. The Supplier represents that the Works created in connection with the provision of the Services will comply with the law and will not infringe upon any third-party rights, in particular copyrights. In the event of any third-party claims against Siemens arising from a breach of the provisions of this Article regarding the Works that are the subject of the Agreement and were provided by the Supplier (including claims arising from infringement or alleged infringement of copyrights, unauthorised use, know-how, industrial property rights, or legal defects), the Supplier agrees to indemnify and hold Siemens harmless from any liability to such third party.
274. In the event that a third party brings any claim against Siemens for an infringement or alleged infringement by Siemens of intellectual property rights in connection with the use of the Works within the scope specified in the Agreement and these Siemens General Terms and Conditions of Purchase, Siemens shall immediately notify the Supplier of this fact in writing. In such a case, the Supplier, as part of the compensation specified in the Agreement, shall:
    274.1. at its own expense, provide Siemens with all necessary explanations and assistance to verify the claim, determine Siemens' position, and mount a defence if necessary, including providing Siemens with any relevant documentation, facilitating contact with its representatives and employees, and ensuring their participation in any proceedings as witnesses,
    274.2. upon request, Siemens shall undertake to defend Siemens' interests, in particular by entering into discussions or negotiations with the third party that has asserted the claim, and by joining any proceedings concerning the claim as part of the ancillary intervention, and, if this is not possible, by appointing an attorney who will cooperate with Siemens or act on behalf of Siemens (at Siemens' discretion),
    274.3. be responsible for directly covering all costs incurred by Siemens in connection with the claim, in particular legal fees, including the fees of legal counsel selected by Siemens and, if applicable, external experts (should Siemens deem their involvement helpful for an effective defence), costs associated with entering into negotiations, provided that Siemens retains the freedom to conduct its defence,
    274.4. be responsible for paying any amounts awarded against

Siemens by a competent authority (court, tribunal, administrative authority) or agreed upon in a settlement with the claimant, as well as the costs of court, arbitration, or administrative proceedings awarded against Siemens, regardless of whether they take place in Poland or abroad,

274.5. release Siemens from all obligations to indemnify a third party arising from an infringement of intellectual property rights, up to the full amount of Siemens' liability to the third party and regardless of the liability limits provided for in the Agreement; this provision also applies to compensation for damages that Siemens may incur in the event of satisfying a third party's non-monetary claims,

274.6. acquire the necessary rights on behalf of Siemens, or make modifications or take other necessary measures to eliminate the situation giving rise to the infringement of intellectual property rights and to preclude future claims in this regard. Any modification or other actions taken by the Supplier shall not limit the extent to which Siemens may use the subject matter of the Agreement.

275. The provisions of the preceding sections also apply mutatis mutandis in situations where there is a threat of infringement of intellectual property rights, and where Siemens is notified of a threat of infringement or an infringement of intellectual property rights by any entity (in particular, a public institution, a business association, or a consumer organisation) operating in Poland or abroad, and regardless of whether the notification relates to a claim, a penalty, or any other type of sanction that harms Siemens' interests.
276. For the avoidance of doubt, the Parties confirm that the provisions of this Article shall remain in effect after the expiration of the Agreement, including as a result of its termination or withdrawal therefrom.
277. The provisions of this Article do not apply to "stock" materials (derived from publicly available databases, so-called stock websites, or photo banks) (hereinafter referred to as: **"Stock Materials"**) used in the course of providing the Services as elements of the Works. If the Supplier plans to use Stock Material in the Work (incorporate it into the Work), the Supplier shall notify Siemens in writing each time and shall obtain Siemens' prior written consent to the use of such material, including at the Supplier's expense. If Siemens grants its consent in this regard, the Supplier shall be obligated, at Siemens' expense and upon Siemens' instruction, to obtain the right (licence) for Siemens to use the Stock Material incorporated into the Work to the extent that Siemens is permitted to use the Work containing the Stock Material without any time or territorial restrictions, in accordance with the intended purpose of such Work as intended by Siemens and known to the Supplier, including Siemens' granting of (sub)licences to use such Work in accordance with its intended purpose. The Parties may also agree that the relevant right (licence) to use the Stock Material will be acquired directly by Siemens, particularly in a situation where it is not possible for the Supplier to acquire the right (licence) to the extent specified in the preceding provision, or Siemens wishes to acquire the right to use the Stock Material to a greater extent. However, the acquisition of a licence to use the Stock Material directly from Siemens requires Siemens' prior written consent before the Supplier uses the Stock Material in any way. In the event of any third-party claims against Siemens arising from the Supplier's breach of the provisions of this section, the Supplier agrees to indemnify and hold Siemens harmless from any liability to such third party, in particular by taking the actions specified in **Section 273.**
278. In the case of (i) the use of pre-existing works in Works created for Siemens, or (ii) the need to obtain the appropriate consents or permissions to use other intellectual property rights or the image or personal rights of third parties (e.g., rights related to artistic performances, consent from a model whose likeness is seen on a photograph) [hereinafter referred to as: **"Third-Party Works"**], upon delivery of the Third-Party Works, the Supplier agrees to acquire them, provide them directly to Siemens, transfer them to Siemens, grant a sublicence, or otherwise ensure that Siemens may legally and without infringing any third-party rights use such Third-Party Works (including as part of the Works), within the time frame, territory, and fields of use previously agreed upon by the Parties, taking into account the planned duration and manner of use as well as cost limitations (e.g., by specifying the media in which individual advertising materials are to be broadcast/made available, and the period of their use), subject to **Section 276.** In the event of any third-party claims against Siemens arising from the Supplier's breach of the provisions of this section, the Supplier agrees to indemnify and hold Siemens harmless from any liability to such third party, in line with principles specified in **Section 273.**
279. If, in the course of providing the Services, the Supplier has created any inventions, ideas, or designs that are patentable or may be subject to other protective rights or registration rights, Siemens is entitled, at its sole discretion and on its own behalf, and as part of the compensation specified in the Agreement, to seek such rights, including the right to file applications and submit requests to obtain protection in all countries and to maintain such protection. To the extent necessary, the Supplier shall provide Siemens with all necessary support in the process of applying for such rights, including filing a notification and submitting an application; The Supplier shall refrain from any actions that could hinder the pursuit of such rights, including the filing of a notice and the submission of an application, as well as hinder Siemens' effective exercise of those rights. All property rights arising from the submission of notifications and applications are vested in Siemens. The Supplier hereby waives its right to obtain the protection titles referred to in this section, unless the Parties agree otherwise in a specific case.
280. The Supplier warrants that all agreements entered into with its own personnel and subcontractors, through whom it performs the Services, will comply with the requirements of the Agreement and these Siemens General Terms and Conditions of Purchase and will enable the Supplier to perform the Services and ensure compliance with all of their provisions. Upon Siemens' request, the Supplier shall present the relevant agreements and make the necessary amendments thereto, to the extent necessary to exercise or protect Siemens' rights and interests arising from these Siemens General Terms and Conditions of Purchase, including this Article. In such agreements, the Supplier shall ensure in each instance that the termination of the agreement between the Supplier and its own personnel or subcontractors through whom it performs the Services shall not affect Siemens' acquisition of such rights. Such provisions shall remain in force, shall be binding, and shall remain valid after the termination of the agreement between the Supplier and its employees or subcontractors.

§ 52. Software-related services

281. If the Supplier designs, develops, or modifies software for Siemens, the Supplier shall provide Siemens with all related documentation, source code, and object code.
282. If the Services provided by the Supplier include software-related services:

282.1. The Supplier will provide support for the implementation of the application, including the software that has been developed, is being developed, or has been modified, and will maintain it. If such support and maintenance services are not included in the scope of the Services provided under the Agreement, Siemens and the Supplier shall agree on reasonable compensation for the performance of such services;

282.2. the Supplier uses secure software development methods that reflect the current state of technical knowledge and technology, including secure coding standards such as the OWASP standards;

282.3. Siemens has the right to conduct, or to have an entity authorised by Siemens conduct, an annual audit of the Supplier's compliance with the provisions of this Article and **Article 23 [Cybersecurity],** at the Supplier's relevant locations and without providing a reason, and, furthermore, if Siemens has reasonable grounds to suspect that the Supplier is not fully complying with these provisions – in each instance where such suspicion arises, following prior reasonable notice to the Supplier.