

### 1. Order and Order confirmation

- 1.1 The order is made to purchase products from supplier and supplier to transfer unrestricted ownership into the product sold. Except as agreed upon in writing such sale shall be made under the conditions set forth hereinafter. Unless agreed upon in writing no other conditions shall apply even if Siemens accepts or pays goods without opposition. Siemens orders shall be binding if they are placed in writing. Oral and telephone agreements are confirmed by Siemens in writing. The same shall apply for all amendments, supplements, specifications, etc.
- 1.2 Unless otherwise agreed in writing for particular cases the present terms and conditions of Siemens Mobility Ltd (Siemens) shall prevail for all Siemens orders placed. Terms and conditions stipulated by Supplier shall be binding upon Siemens if and to the extent Siemens has expressly accepted them in writing.
- 1.3 Should business transactions with any supplier be carried out mainly via EDI, the conditions to be applied shall previously be agreed upon in writing, specifying both the business partners and the respective business transactions.
- 1.4 Third parties within the meaning of these terms and conditions are also subsidiaries, holding and group companies.

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

- 2.1 Supplier shall grant Siemens the worldwide, perpetual, non-exclusive, transferable right of use for the standard software included in the service. Supplier shall guarantee that it has the relevant rights of use and rights of sale at its own disposal and shall indemnify Siemens from any claims of the third parties in connection with infringements of those rights.
- 2.2 As far as construction or development results emerge from the performance of the services, in case of a construction or development order, Siemens shall hold property and exclusive use of all construction and development results deriving there from. Without express written consent by Siemens the constructions and developments shall neither be made available to third parties in whole or in part nor used for own or other purposes.
- 2.3 Supplier shall inform Siemens - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open source components.

In the context of this provision "open source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by supplier contain open source components, supplier shall comply with all applicable open source license terms and shall grant all those rights to Siemens and provide all information which Siemens needs in order to comply with the applicable license terms. In particular, supplier must deliver promptly after the order is confirmed the following to Siemens:

- A schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents.
  - The complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.
- 2.4 Supplier shall by the time of order confirmation at the latest inform Siemens in writing whether any open source licenses used by supplier might be subject to a Copyleft Effect which could affect products of Siemens. In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by supplier are subject to a "Copyleft Effect" as defined above, then Siemens is entitled to cancel the order within two weeks of receipt of this information.
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- 3.1 Documents (drawings; manufacturing, testing and delivery instructions; etc.) and other operating or auxiliary material (samples, mo-

dels, etc.) made available by Siemens shall remain Siemens property and shall be marked accordingly.

- 3.2 Without Siemens express written consent the abovementioned documents shall neither be copied nor made available to third parties and be used for no other purpose but completing Siemens order. The documents and auxiliary material shall be returned to Siemens intact any time upon Siemens request, at the latest, however, upon delivery of the goods, or - if expressly agreed - be stored by Supplier until revoked.
  - 3.3 Supplier shall be liable for any damage to Siemens property and thus obliged to store and treat the documents and auxiliary material appropriately, and to insure them, in agreement with Siemens, against possible damage.
- ### 4. Prices and Terms of Payment
- 4.1 Prices agreed are firm prices. Changes in prices and respective other conditions shall only be binding if and to the extent they are expressly acknowledged by Siemens in writing.
  - 4.2 Each delivery shall be invoiced immediately upon shipping. A separate invoice shall be made for each delivery indicating both VAT and Siemens job order code. Invoices lacking this information are rejected and Payment delays do not start. Registered c.o.d. consignments are not accepted.
  - 4.3 Siemens payments are made irrespective of an examination of the goods upon receipt at their destination. Payments or partial payments do not constitute acknowledgment of supplier's delivery conditions, quantity, price and quality. Siemens shall remain fully entitled to all claims even after payment of the goods.
  - 4.4 Unless provided otherwise, Siemens payments shall be settled not later than on the 90th day counting from the date of the correct invoice provided the delivery is complete and the necessary documents have been handed over to Siemens.
  - 4.5 Assignment of claims against Siemens as well as setting off against counterclaims is not permitted.

### 5. Deliveries and Services of Supplier

- 5.1 The quantities specified in Siemens orders shall be complied with. Siemens reserves the right to place surplus parts at the disposal of Supplier, against full compensation of Siemens expenses, and in case of reduced quantity to insist on the performance of the quantity ordered.
- 5.2 Deliveries of suppliers and sub-contractors are object of Siemens quality assurance system pursuant to ISO9001 / EN29001. Siemens suppliers and sub-contractors are appraised accordingly.
- 5.3 Should Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) no later than the date of first delivery of products.
- 5.4 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, Supplier will inform Siemens hereof in a form agreed upon between Supplier and Siemens, but in no case later than the date of order confirmation.

### 6. Packing and Shipping

- 6.1 Packing shall be adapted to the goods and the mode of transportation. Preference shall be given to environmentally friendly packaging material. Loss and damage of goods attributable to defective packing shall be at Supplier's expense.
- 6.2 Each delivery / partial delivery shall contain a delivery note specifying Siemens job order code, article no. and description of goods, net and gross weight and / or exact number of pieces. Partial deliveries shall be indicated as such.
- 6.3 Each document regarding the order shall at least specify Siemens job order code.

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

- 7.1 The dates and periods of delivery fixed by Siemens shall be binding (also for partial deliveries). They shall be considered observed if the goods arrive at their destination prior to the expiration of the dates and the end of periods fixed.

- 7.2 Failure to observe the agreed dates and periods of delivery (also for partial deliveries) shall entitle Siemens to waive performance of the service without granting an additional period of time, and to withdraw from the contract. Legal claims for damages shall be reserved.
- 7.3 For deliveries that effected earlier than agreed, Siemens shall reserve the right to pay the respective invoice at the agreed time of delivery.
- 7.4 If a speedy dispatch (freight, express delivery, etc.) is necessary due to delayed delivery, the additional freight charges shall be borne by Supplier. Additional expenses for not required express deliveries shall also be borne by Supplier.
- 8. Place of Performance, Passage of Benefit and Risk**
- 8.1 The place of performance for the delivery of goods is their destination, and for the payment it is the domicile of the buyer.
- 8.2 Upon delivery of the goods at their destination benefit and risk are passed to Siemens.
- 9. Examination, Warranty, Liability for Defects**
- 9.1 Supplier shall examine the quantity and quality of the goods before they are shipped.
- 9.2 Supplier warrants that the deliveries according to the contract have no legal or physical defects and are both in perfect condition and made with high-quality raw materials fit for the intended use.
- 9.3 The obligation of immediate examination and notification according to Art 201 CO shall be waived. By the acceptance of Siemens purchase order Supplier recognizes order notifications of defects without adherence to a notification period as obtained in time.
- 9.4 The right to claims for rescission of sale, reduction in price, improvement or replacement and damages (Art. 205 et seq. and 368 CO) is reserved. Furthermore, Siemens reserves the right to retain the payment fully or partly until, (i) if Siemens require replacement, Supplier has fulfilled his duty to deliver a faultless replacement or (ii) the circumstances regarding any rescission of sale, reduction in price and damages have been settled bindingly.
- 9.5 Siemens do not accept reduction of the warranty periods provided by the law. In any case the warranty period shall be not less than 2 years starting with receiving respectively acceptance on the occasion of a separately agreed formal acceptance test (whichever occurs later).
- 10. Product Liability**
- Siemens will immediately notify Supplier of any defect in the product known to Siemens, if the defect caused or could cause an accident resulting in death, personal injury or material damage, and discuss the steps to be taken together with Supplier. Supplier shall support Siemens in the dispute with the injured and indemnify Siemens against legitimate claims as well as for costs of any recall action attributable to defects in the goods for which Supplier is responsible.
- 11. Liability**
- Supplier shall fully indemnify Siemens from any harm or claims in connection with services, as well as from any claims of third parties, regardless of their legal cause, be it warranty, default, product liability, infringement of industrial and intellectual property rights or any other cause.
- 12. Confidentiality**
- Supplier shall not make available to any third party any information obtained from Siemens or the present business relationship. Insofar as Siemens agree to any subcontracting to a third party, such third party shall agree to such terms in writing.
- 13. Disclosure of the Business Relationship, Data and Information**
- Supplier shall agree that all data and information required for the business relationships or resulting from said relationships, especially contractual documents and papers as well as data and information necessary for the performance of the contract of and about Supplier and their auxiliary persons (Hilfspersonen) may also be stored outside Switzerland. Furthermore, all this data and information may be disclosed to Siemens AG as well as to their associated companies for corresponding processing, especially for providing services, fulfillment of legal requirements or for Siemens-internal audit and/or supervisory requirements; this always in compliance with respectively applicable data protection laws.
- 14. Code of Conduct for Siemens Suppliers**
- Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, Supplier will take responsibility for the health and safety of its employees, Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers. In addition to other rights and remedies Siemens may have, Siemens may terminate the contract and/or any purchase order issued there under in case of breach of these obligations by Supplier. However, provided that supplier's breach of contract is capable of remedy, Siemens right to terminate is subject to the proviso that such breach has not been remedied by Supplier within a reasonable grace period set by Siemens.
- 15. Cybersecurity**
- 15.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 15.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Siemens data), personnel, and sites, used or processed by supplier from time to time in the performance of this contract.
- 15.3 Should products or services contain software, firmware, or chip-sets:
- Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
  - Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Siemens remedying vulnerabilities for the reasonable lifetime of the products and services;
  - Supplier shall provide to Siemens a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery;
  - Supplier shall grant to Siemens the right, but Siemens shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and supplier shall adequately support Siemens;
  - Supplier shall provide Siemens a contact for all information security related issues (available during business hours).
- 15.4 Supplier shall promptly report to Siemens all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Siemens is or is likely to be materially affected.
- 15.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 15.
- 15.6 Upon request of Siemens, supplier shall provide written evidence of its compliance with this section 15 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).
- 16. Export control and Foreign Trade Data Regulations**
- 16.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") for all Products to be delivered and Services to be provided according to this Agreement.
- 16.2 Supplier shall advise buyer in writing not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by buyer to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale, in particular:
- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and

- all applicable export list numbers; and the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and upon our request: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

**17. Reservation Clause**

Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

**18. Applicable Law**

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

**19. Tribunal Arbitral**

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three.

The seat of the arbitration shall be in Zurich, Switzerland. The arbitral proceedings shall be conducted in English.