



Terms and conditions for the purchase of goods and services by Siemens

Mobility A/S

1. Scope

1.1 These Terms and Conditions ("Terms") apply to Siemens's purchase of goods, materials and equipment ("Goods") and services ("Services") and associated documentation from suppliers (the "Supplier"). Any deviation from these Terms will only be allowed to the extent expressly provided in the written order or other document issued by Siemens. No action on the part of Siemens will be deemed to constitute acceptance of the Supplier's terms and conditions of sale. These Terms will replace all agreements and terms previously entered into by the Parties concerning the purchase of Goods and/or Services.

2. Orders and order confirmation, cancellation and changes

2.1 Only orders submitted in writing will be binding on Siemens, unless otherwise agreed by the Parties. Orders must be confirmed in writing by the Supplier no later than 24 hours after receipt.

2.2 The Supplier must accept all orders placed by Siemens.

2.3 Siemens is entitled to cancel an order in whole or in part up until 48 hours before delivery without being required to pay for the cancelled part of the order. If Siemens cancels less than 48 hours before delivery, Siemens will pay 50% of the price of the cancelled part of the order. However, the Supplier must use its best endeavours to mitigate its loss by replacing Siemens's order with an order placed by a third party, and Siemens's payment to the Supplier will be reduced proportionately by any such third-party order.

2.4 Siemens is further entitled to submit other changes to its orders up until the agreed delivery date. The Supplier must submit a quotation for the requested changes as soon as possible, stating price and delivery time. The Supplier must charge the agreed prices and endeavour to minimise any delay as much as possible. If no prices have been agreed which include the change in question, the prices charged by the Supplier must not exceed market prices. Any discussions about changes must not lead to any delay or refusal to supply.

3. Prices

3.1 Prices are fixed and inclusive of all costs, charges, fees, official duties and taxes (exclusive of VAT). The prices of Goods must include adequate packaging and delivery DDP (Incoterms 2020) at an address designated by Siemens.

3.2 The Supplier must bear all costs in connection with the delivery and provision of Goods and Services.

4. Invoicing and fees

4.1 Invoices must be issued to the ordering Siemens entity after correct delivery of the Goods and/or Services. All invoices must include an adequate description of the Goods and/or Services delivered as well as a reference to a Siemens purchase order number.

4.2 The payment terms are end of month + 30 days after Siemens has received a correct invoice.

4.3 Independently of the other remedies available to it, Siemens is entitled to offset any amounts payable to the Supplier against any amounts owed by the Supplier.

5. Delivery

5.1 Unless otherwise agreed by the Parties in writing, the Goods and/or Services must be delivered on the dates and at the addresses specified in the order.

5.2 The Supplier must comply with and observe all instructions issued by Siemens.

5.3 The Supplier must ensure that the Goods are properly packaged and packed so as to be protected while in transit, on delivery and during any storage by Siemens for up to six months after delivery. The packaging must provide a clear description of the contents. In addition, the Goods must be accompanied by a delivery note describing the Goods and stating the Siemens purchase order number, product number, gross and net weight as well as quantity. Siemens is entitled to refuse delivery of Goods which are not properly packaged in accordance with this provision.

5.4 The Goods must also be accompanied by all shipping documents, quality documentation, instructions, directions, manuals, export and import certificates, licences, permits and other documents required by Siemens or by law.

5.5 If the Goods and/or Services are to be delivered to Siemens in instalments, the instalments will constitute one and the same agreement and not separate agreements. Defective delivery by the Supplier of any such instalment will thus entitle Siemens to exercise its remedies for breach in respect of the entire agreement.

5.6 Services will be deemed to be delivered once accepted. For goods, title will be deemed to pass to Siemens on payment or delivery at the agreed address, while the risk will be deemed to pass only when Siemens accepts the delivery.

6. Delay and force majeure

6.1 Time is of the essence for delivery of Goods and/or Services. Siemens is entitled to regard a delay in the delivery of Goods and/or Services as material breach of the Supplier's obligations.

6.2 In case of a delay in the delivery of Goods and/or Services, Siemens will be entitled to charge a penalty of 0.5% of the full order price for each day of delay, subject to a maximum of 10% of the full order price. The above is in addition to the other remedies available to Siemens under these Terms and Danish law, including the right to claim damages. The penalty is payable by the Supplier no later than at the end of the following month.

6.3 If the Supplier fails to deliver the delayed Goods and/or Services within 10 workdays after the originally agreed delivery date, Siemens will be entitled to cancel, in whole or in part, the purchase which the delay concerns and claim damages under the general rules of Danish law.

6.4 Siemens is entitled to cancel an order free of charge if delivery is delayed by more than two weeks due to force majeure.

7. Inspection

7.1 Siemens is under no obligation to inspect the Goods and/or Services on delivery and is entitled to assume that the Goods and/or Services are of the type, quality and quantity agreed by the Parties and that all certificates and documents from the Supplier are adequate and accurate. The Supplier accepts that Siemens will not inspect the Goods and/or Services and related certificates and documents until the time when Siemens begins to use them or implements them into production.

7.2 No inspection of the Goods and/or Services and related documents will release the Supplier from its obligations. In case of any failure by the Supplier to meet its obligations, Siemens will be entitled at any time to refuse to take delivery of any Goods and/or Services which are delivered in this connection.

8. Supplier's obligations

8.1 The Supplier and its employees and any suppliers and subcontractors used in the course of the performance of the agreement with Siemens must have the necessary competences, including educational background, to supply the Services.

8.2 At its own expense, the Supplier must obtain all licences, permits and certificates required for the delivery of the Goods and/or Services.

8.3 The Supplier must obtain consent from Siemens if some of the Goods or Services are to be delivered by a third party.

8.4 The Supplier must comply with applicable legislation on transport of hazardous goods.

8.5 The Supplier must ensure that the working conditions of its own employees and those of its suppliers and subcontractors correspond to at least the relevant collective agreements. Siemens is entitled to demand documentation in this regard and, in case of breach of this provision, to terminate any agreement with the Supplier and withhold payment to cover any claims.

9. Warranty

9.1 The Supplier warrants that:

- the Goods and/or Services are of the type, quality and quantity ordered and specified by Siemens;
- the Goods and/or Services are new, of good and merchantable quality and fit for the purpose which has become directly or indirectly known to the Supplier;
- the Goods, including packaging, and/or the Services are free from any defects, including defects in material, construction, design, manufacture and workmanship;
- the Goods and/or Services meet the highest professional standards;
- the Goods and/or Services comply in all respects with all applicable laws and rules at the time of delivery;
- where the Supplier is a foreign service provider or employee performing Services in Denmark the Supplier complies with the Danish rules on registration of foreign service providers; and
- the Supplier has the right to sell the Goods.

9.2 The warranties under paras (a)-(f) of clause 9.1 will apply for a period of 36 months from the date of correct delivery of the Goods and/or Services in question. The warranty under para. (g) of clause 9.1 is not limited in time.

9.3 For deliverables to be used for government, municipal or private-sector construction projects in Denmark, clauses 12(5) and 8(4) of AB18 (General conditions for building and construction works and supplies 2018) will apply.

9.4 In case of any breach of the warranty, the Supplier must immediately, at Siemens's option, either repair or replace the Goods and/or Services and cover any losses and costs incurred by Siemens, see clause 12. Siemens will also be entitled to a proportional reduction in the purchase price. When the Goods and/or Services in question have been repaired or replaced, a new warranty period will begin for the Goods and/or Services in question. If Siemens believes that material defects exist, Siemens will be entitled to cancel the purchase and claim damages in accordance with the general rules of Danish law.

9.5 The Supplier's warranties are in addition to Siemens's other rights and remedies and the Supplier's other obligations under these Terms and Danish law.

9.6 The Supplier must repair or replace the defective part of the Goods and/or Services at the place of delivery under clause 5.1.

9.7 If any installation or dismantling affects any items other than the products delivered, the work and costs involved will be at the Supplier's expense.

9.8 Unless otherwise agreed, any transport involved in connection with the Supplier's repair or replacement will be at the Supplier's expense and risk. Siemens will comply with the Supplier's instructions on the mode of transport.

10. IPR

10.1 Siemens is granted an unlimited, sub-licensable and transferable licence to use any IPRs in Goods and/or Services to such an extent that Siemens can fully use and utilise the Goods and/or Services in question for any purpose and within any area. To the extent that the IPRs concern software, the licence only includes access to source codes etc. as required.

11. Damages

11.1 The Supplier must pay damages to and indemnify Siemens for any actions, law suits, claims, costs, damages and losses, including third-party claims, arising out of:

- the Supplier's breach of its obligations under the basis of agreement entered into, including these Terms and applicable Danish law;
- any negligent or wilful acts or omissions by the Supplier or its employees, representatives, suppliers and subcontractors, including carriers;
- all types of product liability claims; and
- any actual or alleged infringement of third-party intellectual or industrial property rights concerning the Goods and/or Services, including in connection with the manufacture of the Goods and/or the performance of the Services.

11.2 The Supplier must take out and maintain all necessary insurance, including business and product liability insurance, providing adequate cover to meet the Supplier's potential liability. The insurance will in no way limit the Supplier's liability. If so requested by Siemens, the Supplier must show proof of insurance cover.

12. Product liability

12.1 The Supplier is liable for any damage to property or personal injury where it is possible to show that the damage or injury was due to fault or negligence on the part of the Supplier or any persons for whom the Supplier is responsible.

The Supplier's product liability further includes any damage to products incorporating the Supplier's products if installed and used according to the Supplier's directions or in any other professionally adequate manner.

To the extent that any product liability is incurred by Siemens towards third parties, the Supplier must indemnify Siemens to the extent set out in the above two paragraphs.

In case of a third-party claim against one of the parties concerning liability in damages under clause 10, the relevant party must immediately notify the other party. The Supplier and Siemens are mutually obligated to accept to be a co-defendant before the court or arbitration tribunal where such claim is pursued against one of them for damages arising out of a loss which is allegedly caused by the products delivered.

13. Transport and changes relating to the Supplier

13.1 Siemens is entitled to cancel any purchase from the Supplier in case:

- the Supplier transfers or assigns its rights under the purchase agreement in question to a third party without written consent from Siemens; or
- any changes occur in the Supplier's ownership structure such as the sale or pledging of shares or the conclusion of an agreement to sell material assets which, in the reasonable opinion of Siemens, adversely affect its rights, legal position or interests.

14. Export control and foreign trade data

14.1 The Supplier shall comply with all applicable export and import restrictions, customs, and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all Services to be provided and/or all Goods to be delivered according to these Terms. Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.

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

14.2 The Supplier shall advise Siemens in writing as early as possible but not later than two (2) weeks prior to the Delivery Date of any information and data required by Siemens to comply with all Foreign Trade Regulations for the Goods and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide to Siemens for each Good and Service:

- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product/Service 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 request of Siemens, documents to prove the non-preferential origin; and
- the preferential country of origin, and, upon request of Siemens, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration)

14.3 In case of any alterations to origin and/or characteristics of the Goods and Services and/or to the applicable Foreign Trade Regulations the Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than two (2) weeks prior to the delivery/service date. The Supplier shall be liable for any expenses and/or damage incurred by Siemens due to any breach of the obligations according to this Article 14.

14.4 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

15. Code of Conduct

15.1 The Supplier must observe the principles and requirements of the Code of Conduct for Siemens Suppliers (the "Code of Conduct"), which is provided as an attachment to these Terms or available on request to Siemens.

15.2 If so requested by Siemens, the Supplier must prepare once a year (i) a written self-evaluation in a format defined by Siemens or (ii) a written report approved by Siemens, describing the initiatives taken by the Supplier to ensure compliance with the Code of Conduct.

15.3 The Supplier accepts that Siemens or a third party designated by Siemens and accepted by the Supplier is entitled (but not required) to verify – also by a visit to the Supplier's locations – the Supplier's compliance with the Code of Conduct.

Such compliance check must be notified in writing by Siemens before it is made. The compliance check must be made during normal hours and must not interfere unnecessarily with the Supplier's activities. The compliance check must be conducted in accordance with data protection law and must not result in any breach of the Supplier's confidentiality agreements with third parties. Each party will pay its own costs in connection with the compliance check. The Supplier further accepts to provide reasonable assistance and support to Siemens with regard to carrying out the compliance check, and will bear its own costs in this regard.

15.4 In addition to the other rights and remedies available to Siemens, Siemens will be entitled to cancel any purchase and/or order without further notice and without incurring any liability in this regard if (i) the Supplier is in material or repeated breach of the Code of Conduct or (ii) the Supplier refuses to give Siemens access to perform a compliance check under clause 15.3, subject to reasonable notice and subject to the Supplier being allowed a reasonable opportunity to change its mind.

Material breach includes, but is not limited to, child labour, corruption, bribery and non-compliance with the provisions of the Code of Conduct on environmental protection. The provision on reasonable notice and a reasonable opportunity to change its mind will not apply if the breach relates to child labour or deliberate breach of the provisions on environmental protection.

16. Environmental protection and declarable substances

16.1 If the Supplier supplies products containing restricted and/or declarable substances (e.g. REACH, RoHS) in the jurisdiction where the Supplier or the relevant Siemens entity has its head office or at the delivery location stated by Siemens, the Supplier must, no later than by the date of the initial delivery, declare such substances in the web-based BOMcheck database (www.BOMcheck.net) or a suitable format provided by Siemens. The Supplier must also declare any substance on the Siemens "List of declarable substances" at the time of delivery.

17. General provisions

17.1 If so requested by Siemens, the Supplier must provide Siemens with sufficient drawings, specifications, directions and information about the Goods and/or Services, e.g. information about the technical and substantive construction, to ensure that Siemens will be able to use and benefit from the full potential of the Goods and/or Services.

17.2 The Supplier is not entitled to change the Goods and/or Services without prior approval from Siemens.

17.3 All drawings, specifications, directions, images, documents and information ("Material") received by the Supplier from Siemens or otherwise for the purpose of performing its obligations to Siemens are deemed to constitute proprietary and confidential material belonging to Siemens. The Supplier and its representatives and employees are not allowed under any circumstances to make the Material available to third parties or use the Material for purposes other than to manufacture and supply the Goods and/or Services to Siemens. If so requested by Siemens, the Material must be returned to Siemens.

18. Cybersecurity

18.1 The Supplier must comply with applicable data protection law.

18.2 The 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 appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

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

18.4 Should products or services contain software, firmware, or chipsets:

18.4.1 The 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 such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

18.4.2 The Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

18.4.3 The Supplier shall provide to the Customer 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 to the Customer;

18.4.4 The Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;

18.4.5 The Supplier shall provide the Customer a contact for all information security related issues (available during business hours).

18.5 The Supplier shall promptly report to the Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.

18.6 The 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 clause 18.

Upon the Customer's request, the Supplier shall provide written evidence of its compliance with this clause 18 including generally accepted audit reports.

19. Validity

19.1 Any provision of the basis of agreement which is held to be invalid or unenforceable will not affect the validity and enforceability of the purchase in other respects. The other provisions will continue in full force and effect in accordance with their terms.

20. Governing law and disputes

20.1 Siemens's purchase of Goods and/or Services under these Terms are subject to Danish law in all respects. The CISG does not apply.

20.2 Any dispute arising between the Supplier and Siemens out of or in connection with these Terms, including disputes concerning the existence, validity and termination of these Terms, must be submitted to the Danish Institute of Arbitration and resolved according to the Institute's Rules of Arbitration in force at the time of commencement of arbitration proceedings. The arbitration tribunal will be set up in Denmark at a location designated by Siemens.