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 coverage.

12. 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.

12.2 The Supplier’s liability for any loss or damage arising out of or in connection with this contract is limited to the amount of the purchase price which the Supplier charged for the product or service that is alleged to have caused the damage.

13. Transport and changes relating to the Supplier

13.1 In the event of any changes to the contract, including the transfer of the contract or a new contract, the Supplier will:

- The Supplier transfers or assigns its rights under the purchase agreement in question to a third party without written consent from Siemens;
- Any changes in the Supplier’s ownership structure such as the sale 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 conduct;
- Any changes in ownership within the meaning of Article 17.1(a) and (b) 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.

14. Environmental protection and declarable substances

14.1 The Supplier makes the observations and the 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. The Supplier accepts that Siemens or a third party designated by Siemens and accepted by the Supplier (but is entitled (not required) to verify – also by a visit to the Supplier’s site) the Supplier’s compliance with the Code of Conduct. The Supplier will notify Siemens at least 24 hours before any such visit and allow Siemens to make a compliance check at its premises during normal business hours.

14.2 In case of any alterations to or in addition to the Code of Conduct and/or to the applicable Danish and European Foreign Trade Regulations, the Supplier shall ensure that the changes to the Code of Conduct and/or the applicable Danish and European Foreign Trade Regulations are included in the Supplier’s compliance statement. The Supplier must notify Siemens of any such changes within a reasonable time and, at the latest, within 10 business days after the Supplier is informed about the changes.

14.3 The Supplier must have all relevant foreign trade licences, certificates and permits in place and in force to allow the export of the Goods and/or Services and associated documentation from suppliers (the “Supplier”). Any deviation from these Terms will only be allowed to the extent necessary to comply with the Code of Conduct or (if the Supplier refuses to give Siemens access to a performance check under clause 13.5) subject to reasonable notice to the Supplier by Siemens. The relevant party must set out in the above two paragraphs.

15.1 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;
- Any changes in the Supplier’s ownership structure such as the sale 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 conduct.

16. Environmental protection and declarable substances

16.1 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 changes and data requested by Siemens to comply with all Foreign Trade Regulations for the Goods and Services applicable in the countries of import and export as well as in case of resale or in case of resale.

17. General provisions

17.1 By signing these Terms, the Supplier undertakes to 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. The Supplier accepts that Siemens or a third party designated by Siemens and accepted by the Supplier (but is entitled (not required) to verify – also by a visit to the Supplier’s site) the Supplier’s compliance with the Code of Conduct. The Supplier will notify Siemens at least 24 hours before any such visit and allow Siemens to make a compliance check at its premises during normal business hours.

18.1 In the event of any change or variation to the Code of Conduct and/or to the applicable Danish and European Foreign Trade Regulations, the Supplier shall ensure that the changes to the Code of Conduct and/or the applicable Danish and European Foreign Trade Regulations are included in the Supplier’s compliance statement. The Supplier must notify Siemens of any such changes within a reasonable time and, at the latest, within 10 business days after the Supplier is informed about the changes.

18.2 In case of any alterations to or in addition to the Code of Conduct and/or to the applicable Danish and European Foreign Trade Regulations, the Supplier shall ensure that the changes to the Code of Conduct and/or the applicable Danish and European Foreign Trade Regulations are included in the Supplier’s compliance statement. The Supplier must notify Siemens of any such changes within a reasonable time and, at the latest, within 10 business days after the Supplier is informed about the changes.

18.3 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;
- Any changes in the Supplier’s ownership structure such as the sale 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 conduct.

19. Validity

19.1 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.

19.2 The Supplier’s liability for any loss or damage arising out of or in connection with this contract is limited to the amount of the purchase price which the Supplier charged for the product or service that is alleged to have caused the damage.