

HARDWARE SUPPLEMENTAL TERMS

These Hardware Supplemental Terms (“**Hardware Terms**”) amend the Common Core Terms (“**CC Terms**”) between the Siemens entity named on the Order and the Customer that accepted the Order and apply solely to Offerings which are standard tangible goods, equipment, components, parts and materials that may include Third-Party Technology and Firmware (as defined under Section 5 below) and are described as hardware in the Order (“**Hardware**”). Capitalized terms are defined herein or in the CC Terms.

1. CUSTOMER’S OBLIGATIONS

Siemens’ performance is contingent upon Customer timely fulfilling all its obligations under the Agreement. These obligations include the Customer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens will be entitled to an equitable adjustment in prices and times for performance, as well as additional costs for any delay caused by Customer, Customer’s Affiliates, or third parties commissioned by Customer.

2. DELIVERY AND DELAY

2.1 Performance. Unless agreed otherwise in the Order, Hardware will be made available to Customer FCA according to INCOTERMS®2020. Siemens shall contract for carriage on usual terms at the Customer’s risk and expense. In case a different shipping term is agreed or required for shipment to a specific locale, all additional costs shall be charged to Customer.

2.2 Delivery. Making the Hardware available to Customer in accordance with the Incoterms will constitute “**Delivery**” hereunder, regardless of Siemens’ further involvement in any transport arrangements for any Hardware after such Delivery.

2.3 Delay. Unless otherwise specifically stated in the Order, any shipping, delivery and installation dates are estimated dates only. Where Hardware Delivery is made in multiple shipments or only part of a shipment fails to comply with this Agreement, the Customer may only reject the non-compliant portion of the Order.

2.4 Liquidated Damages. If Siemens agreed to a final binding Delivery date for the Hardware and if Siemens is solely responsible for delaying such Delivery, Siemens will pay liquidated damages equal to 0.5% of the fees for the delayed Hardware per full week of delay for which the Customer suffered loss in result of such delay. Aggregate liquidated damages payable pursuant to this Section will not exceed 5% of the fees for the delayed portion of the Offering. Customer may only terminate the Order for delay if (i) the maximum liquidated damages are payable and (ii) a reasonable additional delivery period has expired. This Section sets forth the entire and exclusive liability of Siemens for delay, and all other rights and remedies of Customer for delay are expressly excluded.

3. TRANSFER OF RISK AND TITLE, STORAGE

3.1 Transfer of Risk. Risk of loss and damage to the Hardware passes to Customer upon Delivery or attempted Delivery if the Customer fails or refuses to take Delivery without cause.

3.2 Storage. The Hardware may be moved to storage if requested by Customer or if Customer fails or refuses to take Delivery. In such cases, Customer is responsible for (i) all shipping, (ii) all storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes, and insurance upon receipt of an invoice(s) from Siemens, and (iii) any other costs related to storage and handling. When conditions permit and upon payment to Siemens of all amounts due, Customer shall arrange, at its expense, to remove the Hardware from storage.

3.3 Transfer of Title. Title to Hardware transfers to Customer after payment in full has been received by Siemens. If applicable law does not allow or recognize retention of title by Siemens after Delivery, title to Hardware and risk of loss will pass to Customer upon Delivery, but Siemens retains a security interest in the Hardware to secure payment of the purchase price of such Hardware. In such case, Customer agrees to sign any documents that Siemens reasonably determines to be necessary or convenient for use in filing or perfecting such security interest.

4. WARRANTIES AND DISCLAIMERS

4.1 Hardware Warranties and Claims. Siemens warrants that the Hardware upon Delivery materially conforms to the Siemens' Order documents. Customer shall notify Siemens of any material non-conformance of the Hardware to the Siemens's Order documents ("**Defects**") promptly upon discovery and in no event later than 12 months following delivery ("**Warranty Period**"). Siemens will remedy all Defects in the Hardware by repair or replacement of the Siemens Hardware, or its non-conforming parts, within a reasonable time period, or refund all or part of the purchase price of the Hardware or any non-conforming part thereof. The Warranty Period for replaced Hardware or repaired or replaced parts is limited to the earlier of 6 months from the date of replacement or repair or 18 months from the start date of the original Warranty Period. Any warranty claim is excluded after the expiry of the Warranty Period.

4.2 Conditions and Exclusions. Customer shall promptly (i) inspect the Hardware and (ii) provide written notice upon discovery of any Defect; otherwise, Siemens is not liable for such Defect. Siemens excludes any warranty for Defects that do not significantly impair the use of the respective Hardware and Defects resulting from (i) normal wear and tear including any expendable items that comprise part of the Hardware, (ii) faulty or negligent handling, or unusually excessive use, (iii) noncompliance with instructions or recommendations in the Order, manuals, and similar documents made available to Customer, (iv) non-reproducible software errors, (v) any cause outside of Siemens' control, (vi) modifications, enhancements, repairs or alterations made by anyone other than Siemens or its authorized representatives or (vii) Hardware that is networked, connected to the internet, or otherwise connected to computers or other devices. Siemens does not warrant or guarantee that any Hardware will be secure from cyber threats, hacking or similar malicious activity, nor does Siemens warrant or guarantee attributes of the Hardware with regard to compatibility, interoperability, functionality, or IT security requirements, unless these are expressly included in the Order.

4.3 Duty of Cooperation and Reimbursement. In case of a warranty claim, Customer at its own expense and at Siemens' discretion shall either remove and ship the Hardware or non-conforming part thereof to Siemens or grant Siemens reasonable access to the Hardware to remove, disassemble, replace, (re-)install any equipment, materials or structures necessary for Siemens to assess and perform its warranty obligations. Additionally, Customer shall provide access to operation and maintenance data. Upon Siemens' request, Customer shall transfer title to the replaced defective parts to Siemens. Customer shall pay Siemens for any diagnoses and remedial work if Siemens reasonably determines that no Defect existed.

4.4 Refurbished Parts. Siemens does not warrant that all Hardware or any part thereof furnished hereunder is new. Hardware may contain parts refurbished to an "as new" condition that meet all Siemens quality specifications and are eligible for warranty and services.

4.5 No Warranty on Third Party Hardware. "**Third Party Hardware**" means Hardware which is part of an Offering that is not branded under the name "Siemens" and that is procured by Siemens from a third party manufacturer or vendor. Third Party Hardware is delivered "AS IS" and is covered by the warranty offered by the manufacturer or any applicable third-party vendor. To the extent permitted by the manufacturer or third-party vendor, Siemens assigns to Customer available warranty rights to such Third Party Hardware, and Siemens will use commercially reasonable efforts to provide information and assistance to enable Customer to make warranty claims against the manufacturer or third-party vendor for Third Party Hardware. To the extent mandatory applicable law requires that Siemens must provide

warranty for the Third Party Hardware it has provided to Customer, the warranty provided by Siemens is limited to the minimum warranty and for the minimum warranty period required by such applicable law.

4.6 Disclaimers. This Section states Siemens' entire liability and Customer's exclusive rights and remedy for warranty claims. Siemens makes no other warranty, express, implied, or statutory, regarding the Hardware, and all such warranties are hereby disclaimed including but not limited to any warranties of merchantability or fitness for a particular purpose. This Section does not apply to the extent prohibited by mandatory law.

5. FIRMWARE

5.1 Definition. "Firmware" means system software (as opposed to application software) that is included and incorporated into Hardware and which provides low-level control of, or a standardized operating environment for, the Hardware in which it is incorporated.

5.2 License to use Firmware. Under these Hardware Terms, Siemens grants Customer a non-exclusive, non-transferable (except if transferred with the Hardware the Firmware is incorporated in) license to use the Firmware incorporated in the Hardware solely for their operation. Any other use of the Firmware will be a material breach of this Agreement. The Software license and Software Maintenance Services terms set forth in the Agreement (if any) will not apply to Firmware.