

1. SCOPE

Unless otherwise agreed in writing, these Terms and Conditions ("Terms") apply between Siemens Mobility A/S, Borupvang 9, 2750 Ballerup, CVR no. 39492768, ("Siemens") and Siemens' customers ("Customer"), collectively the "Parties", to Siemens' sale of products ("Products"), where relevant, installation ("Installation Services") thereof and Services ("Services"). Products, Installation Services and Services, collectively referred to as the "Deliverables".

2. DELIVERABLES

Delivery and transfer of risk

Where the agreement between Siemens and the Customer does not include any Installation Services, all Products will be delivered *Ex Works* (Incoterms 2020). If Siemens hires a carrier or shipping agent on behalf of the Customer, this will not affect the transfer of risk or any of the other conditions and/or circumstances concerning the time of delivery.

If the agreement between Siemens and the Customer includes Installation Services, delivery will be deemed to take place at the time agreed by the Parties for the transfer of ownership. Services are delivered at the time and place agreed between Siemens and the Customer. If a take-over meeting has been agreed between the Parties and such meeting has not been held by the scheduled date for take-over, due to reasons for which Siemens is not responsible, the Delivery shall be deemed to have been taken over by the Customer as from that date. All risks and responsibilities shall then pass to the Customer and the defects notification period in Clause 4 shall begin. If the Customer starts using the Deliverables before the transfer of ownership, delivery will be deemed to take place when the Customer started using the Deliverables, and the risk and responsibility will pass to the Customer from that point in time.

The Customer is only entitled to reject the Deliverables in case of material defects.

Delay

In case of delay, the Customer will be entitled to a penalty provided that the delay is mainly caused by Siemens. The penalty amounts to 0.5 % of the price of the delayed part of the Deliverables for each whole week of delay, calculated based on the part of the agreed purchase price, exclusive of VAT, covering the part of the Deliverables which, due to the delay, the Customer cannot start using as intended, subject to a maximum amount equivalent to 7.5 % of such price. If the Customer intends to claim such penalty, it must inform Siemens without delay and in any case within 3 days after the start of the delay; otherwise, the right to claim a penalty for the delay will be forfeited.

If the Customer is entitled to the maximum penalty of 7.5 %, the Customer may cancel the purchase in respect of the delayed part of the Deliverables, unless delivery takes place within a reasonable time-limit determined by the Customer, which must be at least 10 business days. In case of such cancellation, the Customer will have no further claims, whether for compensation, penalties or the like.

With respect to consecutive deliveries of Products or Services, the Customer is not entitled to cancel any orders which are not delayed.

3. PRICE AND PAYMENT

Prices

All prices are exclusive of direct and indirect taxes as well as transport and insurance charges, if relevant. Any such taxes and charges will be stated separately on invoices. An extra fee of DKK 500 will be invoiced for purchases of less than DKK 1,500.

The hourly rates for Services delivered outside of normal working hours Monday to Friday 08:00-16:00 are increased by 50 % for the first 3 hours and by 100 % for any additional hours thereafter. The hourly rates are increased by 100 % for Services delivered during weekends, public holidays and any other days on which Siemens is closing.

In case of consecutive deliveries of Products and Services, the price of each delivery will be based on Siemens' standard prices as at the date of delivery, unless otherwise agreed.

The Deliverables will only include the Products, materials, installation work, Services etc. expressly stated in the quotation or order confirmation.

The prices agreed are conditional on Siemens being able to perform the work in a continuous and unimpeded manner during Siemens' normal working hours. For work performed outside normal working hours at the Customer's request, the Customer must pay – in addition to the standard rates – the additional costs incurred, including labour costs, travel expenses and any per diems.

Payment terms

Siemens is entitled to invoice the Customer (i) immediately after delivery or (ii) by monthly on account invoices. Any Products and Services not included in the Deliverables will be invoiced as and when delivered. Invoices are payable no later than 30 days after the invoice date. In case of late payment, interest will be charged at a rate of 12 % per annum and added to the overdue amount. Siemens is also entitled to charge a reminder fee. The Customer is not entitled to withhold payment due to any counterclaims that have not been accepted by Siemens.

Reservation of title

All Products sold will be owned by Siemens until payment has been made in full.

4. DEFECTS

The rights available under clause 4 are the Customer's only remedies in case of defects in the Deliverables.

Remediation of defects

The Customer has a duty to inspect the Deliverables for any visible defects on transfer of ownership.

Any defects in the Deliverables with regard to craftsmanship, materials or manufacturing will be remedied for a period of up to 12 months after the delivery date. Any defects in relation to damage, wear and tear, insufficient maintenance and/or faulty operation/repairs as well as consumables are not covered by Siemens' right and obligation to remedy. Siemens does not warrant that the Deliverables are designed or fit for any specific or particular purpose ("fit for purpose") or that their useful life exceeds the warranty period.

Siemens will pay all remediation costs, including its own transport costs, if the Deliverables are located at an address in Denmark. If the Deliverables are not located at an address in Denmark, the Customer will pay all costs incidental to dismantling and re-installation as well as transport of the defective part of the Deliverables to Siemens. If the Deliverables are located offshore, the Customer will also pay all costs incidental to dismantling and re-installation as well as transport of the defective part of the Deliverables to Siemens.

Siemens must be given written notice of any defects as soon as the Customer becomes aware or should have become aware of the defects. If the Customer does not immediately give notice of any defect to Siemens, the Customer will no longer be entitled to claim the defect.

The Customer must give Siemens access to service and maintenance data and provide online remote support for the Customer's facilities, if necessary.

Siemens must begin to remedy without undue delay after receiving timely notice of any defects. Siemens will decide at its own discretion whether to remedy the defect by repairing or replacing the defective part(s) of the Deliverables. It must be possible to perform the remediation work continuously during Siemens' normal hours. Any replaced parts will remain the property of Siemens. If a material defect is not remedied within a reasonable time (taking into account the type and extent of the defect), the Customer will be entitled, at its own option and subject to a further notice of 2 weeks during which Siemens is entitled to remedy the defects, to choose:

- to have the necessary works performed by a third party, provided that it does so in a reasonable and fair manner; it being noted that Siemens will cover a maximum amount equivalent to 15 % of the purchase price for the defective part(s) of the Deliverables; or
- to cancel the purchase of the defective part of the Deliverables.

Siemens will have no liability for defects other than as provided in this clause 4.

The Customer is not entitled to offset the above claims against any payments due to Siemens.

Product liability

The Customer must immediately and the latest 12 months after the delivery date of the Deliverables/Product give notice to Siemens about every claim concerning product liability. After expiry of this period the Customer will no longer have any claim against Siemens.

5. LIMITATION OF LIABILITY

The maximum liability of Siemens or Siemens' suppliers, including for penalties under the Parties' agreement and costs in relation to remediation of defects, is capped – irrespective of whether the damages and/or costs are claimed under a contract or are based on tortious or product liability (except for personal injury) or any other non-

performance of the Deliverables – at the lower of (i) 50 % of the price of the part of the Deliverables giving rise to the claim and (ii) DKK 10,000,000.

Any claim covered by the Customer's insurance cannot be made against Siemens.

Indirect and consequential loss

Siemens and Siemens' suppliers will have no liability or product liability for any indirect or consequential losses, including, but not limited to, loss of production, income, data or profit as well as business interruption, and nor will Siemens and Siemens' suppliers have any liability for losses due to fair wear and tear, after-treatment or incorrect use or handling of the Deliverables.

Specifically with regard to product liability, Siemens and Siemens' suppliers will have no liability for any damage caused by the Deliverables when integrated or incorporated into the Customer's or any third-party equipment, products or property (whether movable or immovable).

Indemnification

The Customer must indemnify Siemens and Siemens' suppliers for any third-party claims in relation to the Deliverables to the extent that such claims would have been covered by or limited under these Terms.

6. EXCLUSION OF LIABILITY & FORCE MAJEURE

Siemens will have no liability for any delay or non-performance if caused by an event which could not be foreseen or prevented when the agreement was concluded, including events such as fire, explosion, industrial action or lockout, earthquake, injury or accident, absence of or defective means of transport, epidemics, flood, drought, war (whether declared or not), revolution, civil unrest, blockade or embargo or failure to obtain the necessary licences, permits or authorisations ("Force Majeure"). In case of a Force Majeure event, delivery will be postponed by the period of the delay caused by such event plus a reasonable period for normalisation of the situation. If the Deliverables in question are delayed by more than 60 days, either Party will be entitled to cancel the Deliverables.

7. INTELLECTUAL PROPERTY RIGHTS

For all Products and Services sold by Siemens under these Terms, there will be no assignment or transfer of intellectual property rights ("IPR") between the Parties, unless otherwise specifically agreed in writing. Siemens will retain all IPR in the Deliverables. However, where the Deliverables include software, the Customer is granted a permanent, non-exclusive and non-assignable licence to use the software in its original form and only for the purpose stated in the product specification and subject to any limitations imposed by the applicable licence conditions. The Customer is not entitled to copy, further develop or modify any part of the software. All drawings, descriptions, models, manuals, guidelines, etc. provided to the Customer will remain the property of Siemens, and the Customer is only allowed to use such drawings etc. for its own purposes and to perform maintenance on the Deliverables.

8. CHANGES IN REQUIREMENTS & HAZARDOUS SUBSTANCES

Siemens is entitled to recovery of costs and an extension of time in case of new or amended statutory acts or instruments, regulations, standards, requirements or conditions regarding the Deliverables. Siemens is entitled to suspend work involving actual or suspected hazardous substances until work can safely be resumed. Siemens is further entitled to payment for the costs incurred by Siemens as a result of the situation. To the extent that the agreed schedule is also affected by the situation, Siemens will be entitled to an extension of time.

9. CONFIDENTIALITY

When purchasing Products and Services under these Terms, the Customer is subject to a duty of confidentiality with regard to any and all information obtained by the Customer from Siemens, including, but not limited to, information about the Deliverables, processes, technical matters, results, materials, designs, prices and all physical documents and items. Therefore, the Customer is not entitled, without prior written consent, to use Siemens' information for any other purpose than what is necessary in order to use the Deliverables. If so requested by Siemens, the Customer must return or destroy any information provided by Siemens.

10. DATA PROTECTION

To the extent that Siemens does not process personal data as an important element of the agreement with the Customer, the following will apply:

- Siemens and the Customer are entitled to directly or indirectly share identifiable data ("personal data") under their agreement.
- Both Parties must ensure that they themselves – and their group companies and their respective agents – comply with and process personal data in accordance with applicable law. For purposes of this provision, "applicable law" means statutory acts on the protection of private data, data security and erasure of personal data which restrict, limit or govern the processing of personal data, including the General Data Protection Regulation, where relevant.
- Regardless of anything to the contrary in these Terms or other contract documents, the Parties must:
 - (i) only process personal data to the extent necessary for the performance of their obligations under the relevant contract and for no other purposes;
 - (ii) implement appropriate technical and organisational measures to achieve a security level appropriately reflecting the data security risk, including protection against unlawful, unauthorised or accidental destruction, loss, alteration, disclosure or access (each a "security breach");
 - (iii) in case of any security breach and if so required by applicable law, inform the other party of the security breach, take appropriate measures to address the security breach, including measures to mitigate its potential adverse effects, and provide reasonable support for statutory reporting or disclosure obligations in respect of the relevant data subjects and/or authorities;
 - (iv) implement appropriate safeguards for international data transfers, as required by applicable law; and
 - (v) give access to personal data strictly on a need-to-know basis.

To the extent that Siemens processes personal data as the Customer's data processor as an important element of the agreement, the Siemens Data Privacy Terms will apply. The Siemens Privacy Terms are available at:

www.siemens.dk/dataprivacyterms

11. CYBERSECURITY

In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. Siemens' portfolio only forms one element of such a concept.

Customer is responsible for preventing unauthorized access to Customer's plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Siemens' guidance on appropriate security measures should be taken into account. For additional information, please contact your Siemens sales representative or visit:

www.siemens.com/industrial-security

Siemens' portfolio undergoes continuous development to make it more secure. Siemens strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase the exposure to cyber threats. Siemens strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under:

<http://www.siemens.com/cert/en/cert-security-advisories.htm>

12. EXPORT CONTROL AND SANCTIONS COMPLIANCE, NO RE-EXPORT TO RUSSIA AND BELARUS

12.1 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.

12.2 Customer shall comply with all applicable sanctions, embargoes and (re-) export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

12.3 Prior to any transaction by Customer concerning goods (including hardware, software, technology and corresponding documentation)

delivered by Siemens ("Goods"), or works and services (including maintenance and technical support) performed by Siemens ("Services") with a third party, Customer shall check and certify by appropriate measures that

- a. the Customer's use, transfer, or distribution of such Goods and Services, the brokering of contracts or the provision of other economic resources in connection with Goods or Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);
- b. the Goods and Services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g., armaments, nuclear technology, weapons, or any other usage in the field of defense and military);
- c. Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Goods and Services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and
- d. Goods and Services within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

12.3 No Re-Export to Russia and Belarus

12.3.1 Applicable scope.

Instead of Section 12.2 d) this Section 12.3 shall apply to Customers with its registered seat within a country outside the European Union with the exception of partner countries listed in Annex VIII to the Regulation (EU) No 833/2014.

12.3.2 Re-Export prohibition.

The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Goods supplied by Siemens in connection with these Terms.

12.3.3 Downstream provision.

Customer shall undertake its best efforts to ensure that the purpose of Section 12.3.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

12.3.4 Monitoring.

The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 12.3.2.

12.3.5 Remedies.

Any violation of paragraphs 12.3.2, 12.3.3 or 12.3.4 shall constitute a material breach of an essential element of these Terms, and Siemens shall be entitled to seek appropriate remedies, including, but not limited to:

- a. request a plan to remedy the infringement,
- b. claim penalties in the amount of the price of the re-exported Goods or 1 % of the contractual value whichever is higher
- c. rescind the affected contract,
- d. suspend any of its business relationships with the Customer and/or any Customer Affiliate, until the breach of paragraph 12.3.2 is remedied; and/or
- e. terminate the agreement between Customer and Siemens for which these Terms apply.

12.4 Semiconductor development

Customer will not, without Siemens' prior written consent, use Goods to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

12.5 Upon request by Siemens, Customer shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination, the particular intended use of Goods and Services and any problems in applying paragraphs 12.3.2, 12.3.3 or

12.3.4, including any relevant activities by third parties that could frustrate the purpose of paragraph 12.3.2. Customer will notify Siemens prior to Customer disclosing any information to Siemens that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens.

12.6 Customer will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Section 12, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer will compensate Siemens for all losses and expenses resulting thereof.

13. DISPUTES

All disputes must be settled in accordance with Danish law, except for Danish conflict of laws rules and the UN Convention on the International Sale of Goods (CISG).

Siemens may decide at its own discretion whether any disputes arising from or in connection with these Terms are to be submitted to (i) arbitration according to the rules of the Danish Institute of Arbitration in force from time to time or (ii) the Danish courts. The venue is Copenhagen, Denmark.