

General terms and conditions for the supply of goods, the use of standard software and for the performance of additional services

I General provisions

1. Applicable conditions

Siemens Nederland N.V., hereinafter referred to as Siemens, issues quotations and enters into agreements for the supply of goods, the use of standard software and the performance of additional services, exclusively on the basis of the General Terms of Delivery set out below. Any deviations or addenda thereto require Siemens' express written consent. Should any provision in the agreement be invalid, the other provisions remain in force without prejudice, unless the agreement then becomes obviously unreasonable to uphold.

2. Special provisions for the use of standard software and for additional services

If Siemens provides standard software, the Special Provisions for the use of standard software shall also apply in addition to these General Provisions. If Siemens renders additional services in addition to the supply of goods or standard software, Siemens' Special Provisions for Additional Services such as installation, commissioning, assembly, maintenance, review and repairs as well as consulting, training and support also apply in addition. In the event of conflict, the Special Provisions take precedence over the General Provisions.

3. Quotation; conclusion of agreement

Quotations issued by Siemens are without prejudice and subject to confirmation, and an agreement binding on Siemens shall only come into effect after Siemens issues written confirmation of an order or order confirmation from the customer. The illustrations, drawings, dimensions, weight specifications, etc. pertaining to a quotation shall be regarded as an estimate unless Siemens has expressly stated that they are to be regarded as an accurate specification.

4. Prices

All prices specified by Siemens are exclusive of the VAT payable in the context of the agreement. This is charged separately. The price of the goods to be supplied excludes the services to be rendered and is delivered carriage paid to delivery address.

If the cost price of goods ordered, including the costs of wages and materials, have escalated between the time the agreement was concluded and the date of delivery, Siemens shall be entitled to increase the prices accordingly.

5. Payments

Payments are due no more than 30 calendar days after the invoice date. If Siemens has reason to believe that the customer may not comply with its payment obligations, such as in the event of a suspension of payments, bankruptcy or an application for bankruptcy on the part of the customer, seizure, shut-down or liquidation of the company, previous payments not paid on time, etc., Siemens may require full payment in cash before or on delivery.

In the event of late payment, the customer shall be liable to pay interest on the outstanding amount at the statutory rate without notice. Interest shall also be charged on any interest due but not paid after one year. Any collection costs incurred by Siemens shall also be borne by the customer. In the event of late payment, including the failure to comply with the abovementioned request for cash payment in advance or on delivery, Siemens shall be entitled to suspend performance under the agreement until such time as full payment is received and, if the customer fails to pay in full after a written notice has been sent, to terminate all or part of the agreement. The above does not affect Siemens' right to compensation. Amounts may not be offset against claims against Siemens. In the case of bankruptcy, suspension of payments or seizure on the part of the customer, all amounts owed by the customer to Siemens shall be due and payable immediately and in full, and Siemens may offset any claims immediately.

6. Delivery; acceptance

If Siemens uses Incoterms, the version in force on the date the quotation is issued applies.

The delivery period starts on the day on which the agreement comes into force or on the day on which an agreed advance payment is paid in full and all information to be provided by the customer which is relevant to the execution of the agreement is received, whichever is the later.

Siemens shall only be deemed to be in default for failing to meet a deadline if it fails to comply with all or part of its obligations towards its customer as a result of circumstances that are attributable to it and after the expiry of a reasonable additional period of time the customer has granted in writing. In that case, the customer shall only be entitled to terminate the agreement if it cannot reasonably be expected to uphold it.

Siemens is authorized to make partial deliveries. The customer is obliged to accept the goods or services. A defect such as the non-availability or partial availability of the appropriate documentation that does not seriously

impede the use of the goods delivered or services rendered shall neither constitute grounds to claim failure to meet a deadline nor to refuse to accept or pay for the goods or services. This shall not affect the customer's right to have the shortcoming rectified as soon as possible.

7. Transfer of risk and ownership

The risk for goods being supplied always passes permanently to the customer at the time of arrival at the agreed place of delivery.

Title to goods supplied only passes to the customer once the customer has paid all amounts owing to Siemens in connection with the supply of these goods as well as other goods supplied by Siemens previously or subsequently, including the related services, interest and costs.

In the event of late payment, Siemens shall be entitled to repossess or arrange for the return of any goods delivered without further notice of default and without legal intervention and the customer authorizes Siemens in advance to access all sites in an around the customer's business to this end. The customer is entitled to use any goods subject to retention of title as part of its normal business activities. However this does not include encumbering such goods with rights or security interests.

8. Non-attributable failure; force majeure

Failure to comply with an obligation shall not be regarded as attributable if it is the result of or is related to a circumstance which is beyond the control of the party concerned, whether it could have been foreseen or not. Such circumstances include but are not restricted to: war or a similar circumstance, mobilization, riots, sabotage, terrorism, threats of terrorism, fire, lightning strike, implosion, explosion or escape of dangerous gases or substances, natural disasters, extreme weather conditions, strikes, sit-ins, boycotts or blockades and measures taken by a domestic or foreign Government such as the imposition of import, export, delivery or production bans.

If a party fails to comply with the agreement, without this being attributable to the party concerned, and if it remains impossible to comply with the agreement on a permanent basis, the agreement may be terminated with immediate effect by either of the parties. If compliance is not permanently impossible, the delivery period will be extended with the period during which compliance was impossible, including time required for resumption, and the agreement may only be terminated by either of the parties after an extension period of at least seventy-five consecutive calendar days.

If Siemens incurs extra costs in complying with the agreement as a result of circumstances not attributable to Siemens, Siemens shall be entitled to charge these costs on to the customer in all reasonableness.

9. Defects in goods and services rendered

If goods supplied or services rendered display a defect, the customer shall be entitled to require Siemens to rectify the defect free of charge, either by means of repair, replacement or re-execution, at Siemens' discretion, provided that the following conditions are met:

- It is reasonably possible to rectify the defect;
- The cause of the defect is attributable to Siemens;
- The defect comes to light within 12 months of the handover of the item concerned or the notification that the service was performed;
- Siemens is notified of the defect in writing within 14 days of the time when it could reasonably have been discovered;
- Any additions or alterations to the goods supplied or the services performed, repairing of faults or maintenance activities have been carried out by Siemens or with Siemens' prior written consent;
- Any consumables used comply with Siemens' specifications.

Costs incurred for disassembly and assembly of the goods supplied are for the customer's account. If the repair is not performed on the original site of delivery Siemens may additionally charge transport costs and travel and accommodation expenses.

Siemens may request that an item needing repair be returned to its address or to an address, specified by it free of charge.

Siemens is entitled to rectify defects on its own initiative.

Any components that become available as a result of a replacement shall remain/become Siemens' property.

The abovementioned obligation to rectify defects also applies two defects in repairs for a period of three months after the repair is carried out, but up to the end of the original period of 12 months as a very minimum.

An agreement may only be completely or partially terminated as a result of a defect insofar as the customer cannot reasonably be expected to uphold it.

10. Liability for damage

If the customer suffers damage for which Siemens can be held liable, the customer shall be compensated solely according to the following provisions, regardless of the grounds on which the claim for compensation is based.

In the event of damage which the customer can prove to have suffered as a result of Siemens' failure to meet a deadline, the customer shall be entitled to compensation of 0.5% up to a total of 5% of the price, excluding VAT, of that part of the agreement that was not executed on time for each full calendar week of the delay.

Siemens shall pay compensation for other damages only insofar as it concerns personal injury or damage to property. Compensation shall not be paid under any circumstances for loss of income, profit or revenue loss of production, loss due to business interruption, loss of information including the costs of restoring it, loss of anticipated savings, loss of contracts, wages paid in vain, any increase in operating costs, excess costs incurred due to external purchasing, and discounts or penalties payable to third parties. With the exception of personal injury, which qualifies for full compensation, Siemens shall not be liable for compensation of more than EUR 500,000.00 per event, whereby a series of related events are considered as a single event, and never more than EUR 1,500,000.00 in total.

The right to compensation for damage shall expire if no claim is made in writing within 14 days of the discovery of the damage. No compensation shall be paid for damage that comes to light more than 12 months after the handover of the goods concerned or the notification that the service has been performed.

Insofar as Siemens gives advice without an agreement in place covering the provision of such advice, such advice is given without prejudice and Siemens accepts no responsibility whatsoever for such advice.

Third parties involved in the execution of the agreement may invoke the same defense against any claims made by the customer as that which Siemens is entitled to invoke on the basis of these conditions.

11. Intellectual property rights

Siemens reserves all rights, including that of intellectual property rights, relating to the information made available to a customer in the context of performing an agreement, for example in the form of drawings, diagrams, designs, calculations, descriptions, software or relevant documentation. The information may not be made available to third parties without explicit permission from Siemens, and may only be used within the framework of creating and executing the agreement by the customer. Should no agreement come into existence the customer shall immediately return the information carriers, including the quotation, and any copies thereof to Siemens when first requested to do so.

12. Export Control and Sanctions Compliance

1. 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").
2. 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

- 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);
 - 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);
 - 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
 - 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.
3. Upon request by Siemens, Customer shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination and the particular intended use of Goods and Services. 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.
 4. 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 clause, 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.
 5. Siemens shall not be obligated to fulfill any 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.

13. Applicable law, disputes

Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern agreements between Siemens and the customer. The competent court of The Hague shall have sole jurisdiction over disputes between the customer and Siemens.

II Special provisions for the use of standard software

1. Right of use; intellectual property rights

Siemens grants the customer a non-transferable and non-exclusive right (license) to use the software in accordance with these conditions on the equipment and for the number or types of users or connections specified in the applicable documentation.

The software and the applicable documentation is subject to copyright or other intellectual property rights of Siemens or its licensors. The trade names are also legally protected.

Siemens shall provide the customer with one copy of the software and the applicable user documentation. The customer is permitted to make one copy of the software for backup purposes only. Duplication beyond the number mentioned above as well as duplication of the user documentation is not permitted. The customer shall not disclose the software nor make it available to third parties in any way. The customer shall not make any changes to the software of any nature whatsoever without the prior written consent of Siemens, unless mandatory provisions permit this. The source code of the software shall not be made available to the customer.

The customer guarantees that the copyright or other intellectual property rights relating to the software and user documentation made available are not violated.

2. Delivery and acceptance

Siemens shall deliver the software on the information carriers agreed upon. The customer shall be responsible for installation, implementation and commissioning. If an acceptance test has been agreed to the test period will run for fourteen days after delivery. The software shall be considered accepted if the customer does not notify Siemens otherwise within fourteen days. The software shall also be considered accepted from the moment the customer puts it to functional use. A defect that does not seriously impede the use thereof does not form grounds for non-acceptance nor does it diminish Siemens' obligation to rectify such defect. On acceptance of the software the customer's rights end regarding defects which are or could have been reasonably detected during the test period and which are not reported in writing to Siemens.

3. Defects

- 3.1 Only a fundamental deviation from the software specification stipulated in the applicable documentation is considered to be a defect, provided that such deviation can be reproduced, is attributable to Siemens and occurs in the latest updated software version.

- 3.2 Siemens shall rectify any defects in the software to its best ability within a period of three months after delivery or, if an acceptance test was agreed upon, three months after acceptance. Siemens shall be entitled to provide temporary solutions for the software. In the event of defects in software originating from third party suppliers however, these suppliers' conditions exclusively apply to these defects and Siemens is only obliged to provide information on the new software versions in Siemens' possession when requested to do so. The right of use hereof can be obtained at the usual fees. A later software version shall only be made available if Siemens is in possession thereof.
- 3.3 The customer shall make all the necessary details and information in its possession available to Siemens free of charge for the rectification of the defect. If necessary, the customer shall also make the software and equipment available free of charge for the time required. The customer is responsible for facilitating the implementation of work to be performed and in particular takes the local and legal safety requirements into consideration at the site, creates a suitable environment for performing of the work on site and makes suitable personnel available free of charge.
- 3.4 Should the customer expand the software made available by Siemens and connect it to an interface of the software, Siemens' obligation to rectify a defect only extends as far as the interface, if and insofar as Siemens has acknowledged the interface option and its specifications in writing.
- 3.5 If the customer amends or changes the software the obligation to rectify a defect lapses unless the customer was authorized thereto and can demonstrate unequivocally by means of a test with the unchanged software that the defect bears no relation to the change.
- 3.6 After the period mentioned in section 2 has elapsed Siemens shall only be required to correct any defects if a maintenance agreement was concluded between the parties and such agreement covers the particular defect.

4. Indemnity

Siemens shall indemnify the customer against claims from third parties based on the claim that the software provided by Siemens infringes on their intellectual property rights provided the following conditions are complied with:

- Siemens itself developed the software in question;
- The software is used by the customer within the borders of the Netherlands;
- The alleged infringement holds no relation to changes effected to the software by the customer or on its instruction;

- The customer has informed Siemens in writing and without delay of the third party claims and leaves (the method of) finalization of the matter entirely up to Siemens;
- The customer gives its full cooperation to allow Siemens, if necessary in the name of the customer, to defend itself against the claims.

If it is established legally that the software developed by Siemens infringes on the intellectual property rights of any third party Siemens shall undertake that the software is amended in such a way that it can be used unhindered, or shall provide other, functionally equivalent software. Should this not be reasonably possible Siemens shall reimburse the customer to the book value of the infringing software on receipt thereof. Further Siemens liability or indemnity obligations on the part of Siemens due to infringement of intellectual property rights of third parties are excluded.

5. User support

Siemens provides the customer with support at the Siemens rates and conditions applicable at the time of implementation. This includes:

- Support on commissioning and use of the software;

- Support for identifying and rectifying faults when using the software and equipment that do not fall under the obligation to rectify a defect;
- Additional copies of the user documentation;
- Service provision relating to installation, implementation, duplication and translation of software;
- Consultancy, software engineering and other support services;
- Service provision in terms of rectifying a defect outside of Siemens' normal hours of operation;
- Diagnosis or rectification of a defect due to inexpert use of the software, an operational error or other circumstances not attributable to Siemens.

6. Termination of the license

On termination of its license the customer shall return the software in question and user documentation including all copies thereof to Siemens immediately and delete the software immediately.

III Special provisions for additional services such as installation, mounting, commissioning, maintenance, review and repairs, as well as consulting, training and support

1. Quality and scope of Siemens' performance

Siemens shall perform the services with care and make qualified employees available to this end. If the instruction was given with a particular person in mind, Siemens shall nevertheless be entitled to replace such person by another with equivalent qualifications.

Siemens shall only be obliged to perform work explicitly agreed with the customer.

Siemens is only obliged to perform additional work if agreed to in writing beforehand. Siemens may assume that the customer's personnel issuing the instruction for additional work are authorized to do so.

Siemens takes no responsibility for the suitability and reliability of designs, drawings, guidelines, materials and so on prescribed or provided by the customer or on the customer's instruction.

2. Consultancy and support services

Unless explicitly agreed otherwise, consultancy and support services are performed under the customer's responsibility with the use of Siemens' expertise and assistance.

3. Hours of operation

Siemens shall perform the services during normal hours of operation unless agreed otherwise. Normal hours of operation are working days between 08.30 hrs and 17.00 hrs. Traveling time and waiting is considered time worked.

4. Obligations of the customer

The customer shall ensure that Siemens is able to commence its work on time and execute it without any delay. The customer shall make available all information and documentation that Siemens in its opinion needs for the accurate implementation of the services timely in the required form and in a suitable manner. The customer shall inform Siemens without delay of any facts and circumstances that could be of relevance to the implementation of the services.

The customer shall be responsible for the accuracy, completeness and reliability of the information and documentation made available to Siemens, even if these originate from third parties, unless specified otherwise in the agreement.

The customer shall perform the following for its own account and at its own risk, unless these are not required for the services to be provided or if it has been agreed otherwise:

- Provision of the drawings and other information and documentation not to be provided by Siemens, relating to the rendering of services and the work site;
- Obtaining permits, authorizations necessary for performing of the services;
- Required inspections to be performed by third parties (for example The Dutch Service of Steam Engineering (Dienst voor het Stoomwezen));
- Performing of construction work such as demolition work, foundations, painting, ground and scaffolding construction;
- Provision of sufficient quantities of gas, water, electricity and (compressed) air including the relevant connection points as well as sufficient telecommunication facilities;
- Removal of waste water, waste materials including packaging materials and waste products;
- Making available suitable workspace or a suitable shelter for people used by Siemens to perform the services, equipped with all reasonably expected facilities such as sanitary, lighting, heating, information and telecommunication facilities, sufficient conveniences (lockable cabinets for example) and sufficient storage space;
- Taking the security and precautionary measures necessary, or as required by Siemens, in order to perform the services in accordance with Government regulations. This includes safety measures necessary in terms of the Occupational Health and Safety and Environmental acts due to special risks associated with the services and which exceed the regular Siemens activities and their usual risks. Additional work and/or additional costs and damage resulting from the delayed or improper performance resulting in delayed execution of the agreement, are for the account of the customer.

5. Payments

Billing shall be based on the time spent on the service provision and materials used, unless agreed otherwise. Time spent and materials used shall be reflected on statements specifically for that purpose by or on instruction of Siemens. The statements shall be presented to the customer in duplicate for signature and approval. A statement is considered approved if no objection against its content is received in writing and with supporting evidence within fourteen calendar days after delivery. No objections can be made against billing based on these statements after they have been approved.

Billing is done at the tariffs, levies and prices applicable at Siemens during the performing of the services. The client shall in addition reimburse Siemens for:

- Travel and accommodation costs, meaning overnight costs or temporary accommodation costs;
- Costs incurred for tools, implements and special instruments;
- Transportation costs;

If an all-in price or standard price per unit was agreed upon for the services, these apply to services rendered within the normal hours of operation referred to in article 2 and are based on the circumstances as known to Siemens on signature of the agreement. Should additional cost incurring circumstances occur or come to light after concluding the agreement due to causes non-attributable to Siemens (new statutory provisions or new regulations from inspection authorities for example), Siemens shall be entitled to bill the customer for the ensuing costs.

Instructions for additional work, verbal and in writing, give Siemens the right to additional payment.

6. Completion and acceptance

When the services agreed have been completed in Siemens' opinion, the customer shall be informed accordingly. The customer shall notify Siemens in writing within fourteen days whether the services rendered are accepted or not. The services will be deemed accepted if the customer does not report on the acceptance in due time. Services will in any event be deemed accepted the moment the customer puts the services rendered into functional operation. A defect that does not seriously impede the use thereof does not form grounds for non-acceptance nor does it diminish Siemens' obligation to rectify such defect. On acceptance of the services rendered the customer's rights end in terms of defects that the customer discovered or could reasonably have discovered during the acceptance period and did not report in writing to Siemens.

7. Defects

Notwithstanding the General Provisions, the period within which defects in maintenance, review and repair services shall be rectified free of charge is three months after completion of the services.

8. Risk

On Siemens' request the customer shall immediately after goods, spare parts, materials and so forth have been delivered at the work site sign a list containing information on the numbers and condition of these items when delivered at the work site. Damages and partial or total loss of the abovementioned items, not attributable to Siemens, shall be for the customer's account.

If items originating from the customer are damaged before acceptance or are partly or completely destroyed, the customer carries the risk insofar as the damage or loss is not attributable to Siemens.

9. Termination for convenience

The customer shall only be permitted to limit the order or prematurely terminate the agreement if Siemens agrees to this in writing in advance. In that case the customer shall reimburse Siemens for all costs and damages related to the termination.

10. Assignment of rights and obligations

Siemens is entitled to assign one or more of its obligations or its entire legal relationship with the customer to a third party. Siemens shall inform the customer of this transfer in writing. The customer is only entitled to assign one or more of its obligations or its entire legal relationship with Siemens to a third party if Siemens agrees to this explicitly in writing beforehand.