

Country Supplemental Terms

Belgium

These Country Supplemental Terms Belgium (“Country Terms Belgium”) apply between the Siemens entity named on the Order and the Customer that accepted the Order. These Country Terms Belgium prevail over the Base Terms Belgium and the applicable Supplemental Terms:

- Hardware Supplemental Terms
- Services Supplemental Terms
- Solutions Supplemental Terms
- General Software and Cloud Supplemental Terms
- Specific Supplemental Terms for on-premises Software of Infrastructure & Industry Business

The Base Terms together with the applicable Supplemental Terms and the Country Terms Belgium form the “Agreement”.

Capitalized terms are defined in this document or in other parts of the Agreement.

Deviations from and additions to the Base Terms Belgium

1. Section 2.1 (Payment terms)

The following sentence will be added to Section 2.1 of the Base Terms:

“Parties hereby expressly exclude the right to unilaterally apply a price reduction.”

2. Section 4 (Customer’s obligations)

New Section 4.6 in the Base Terms to be added:

“Disposal of Waste Electrical and Electronic Equipment (“WEEE”)

Customer complies with applicable regulations on waste electrical and electronic equipment (“WEEE Regulations”). Customer will be responsible for all costs related to the WEEE Regulations for Offerings procured by Customer, even if these costs are the responsibility of the producer under the WEEE Regulations.”

3. Section 13.1 (Termination right)

The last sentence of Section 13.1 of the Base Terms is replaced by the following sentence:

“The right to rescind an Order, to unilaterally replace the other party within the meaning of Article 5.85 of the Civil Code or to terminate for anticipatory breach under Article 5.93 of the Civil Code is excluded.”

4. Section 15.4 (Exclusions of liability)

New Section 15.4.3 in the Base Terms to be added:

“**Exclusion of liability for auxiliaries.** To the fullest extent permitted by law, the parties exclude extra-contractual claims of one party against the other party and against the other party’s (direct and indirect) Auxiliary Persons for damage caused by the non-performance of any obligation or duty arising under

this Agreement (or any agreements entered into in performance thereof). These Auxiliary Persons are third-party beneficiaries of this clause. Parties will make reasonable efforts to include a similar clause in their contracts with other parties (e.g. suppliers or end customers). Failing this, in case of a claim, the parties shall cooperate in good faith with regards to any information that may be reasonably necessary to the other party, including the disclosure of (relevant portions of) the Agreement or any other relevant documents.

An “Auxiliary Person” means (non-exhaustive list): subcontractors, employees, directors, agents, permanent representatives of a legal entity-director, delegates to the daily management, members of the supervisory board, members of an executive board and managers (of a temporary partnership).”

5. Section 16 (Force majeure)

New Section 16.4 in the Base Terms to be added:

“Change in circumstances; Hardship

In case, pursuant to Article 5.74 of the Civil Code, the parties fail to agree on reasonable alternative contractual terms, the party invoking the change in circumstances may choose to either:

- a. request the competent court to adjust the contractual terms in order to bring them in line with what the parties could reasonably have agreed upon at the time of the conclusion of the Agreement; or
- b. terminate the Agreement and/or the Order, whether or not jointly with all or certain agreements entered into in execution thereof.”

Deviations from and additions to the Hardware Supplemental Terms

6. Section 8 (Defects and claims)

New Section 8.4 in the Hardware Supplemental Terms to be added:

“Hidden Defects

The warranty for hidden Defects in the sense of Articles 1641 - 1649 of the old Civil Code is limited to any hidden defect that:

- a. renders the Offerings impossible to use for their intended purpose; and
- b. has been notified in writing by registered mail to Siemens within 7 days after its date of discovery or the date on which it should have been discovered.

Section 7 and Section 8.1 - 8.3 above also apply to hidden Defects.”

Deviations from and additions to the Solutions Supplemental Terms

7. Section 7 (Defects and claims)

New Section 7.5 in the Solutions Supplemental Terms to be added:

“Hidden Defects

The warranty for hidden Defects in the sense of Articles 1641 - 1649 of the old Civil Code is limited to any hidden defect that:

- a. renders the Offerings impossible to use for their intended purpose; and
- b. has been notified in writing by registered mail to Siemens within 7 days after its date of discovery or the date on which it should have been discovered.

Section 6 and Section 7.1 - 7.4 above also apply to hidden Defects.”