

## Terms of Purchase

dated June 2021

### 1. Order and order confirmation

1.1 Each order must be confirmed by the Supplier in writing no later than five (5) working days after receipt of the order. If this does not happen, Siemens AB, Siemens Healthcare AB, and Siemens Mobility AB ("Siemens") have the right to cancel the order at any time. Such cancellation will not entail any liability or costs for Siemens. The order confirmation must include the references stated in the order.

1.2 Amendments or additions to the order shall only apply if Siemens has approved such changes or additions in writing. These Purchase Regulations shall apply to the execution of each order. If the content of the order confirmation deviates from the order, Siemens is only bound by the order if the order confirmation has been accepted in writing by Siemens. The seller's sales and delivery terms are applicable only if Siemens has agreed to these in writing. Acceptance of deliveries or services and payments made by Siemens during the order does not mean that such an agreement has been reached.

1.3 Provisions of other documents from the Supplier that are in breach or in any way deviating from these Terms of Purchase shall not apply.

### 2. Right of use

2.1 The Supplier hereby grants Siemens the following non-exclusive, unrestricted for a certain period of time, transferable, and worldwide rights:

2.1.1 to use supplies and services including related documentation, to insert them into other products, and to distribute them worldwide;

2.1.2 to install and use, or allow others to use software with related documentation (hereinafter collectively referred to as "Software");

2.1.3 to grant sub-licences of the right of use resulting from paragraph 2.1.2 to parent companies, subsidiaries, and sister companies (Group companies), and to third parties with whom Siemens has entered into contracts, dealers and end customers. For these terms of purchase, partners, and other legal entities in which Siemens exercises a controlling influence shall be treated as Group companies.

2.1.4 to allow Group companies and other retailers to grant sub-licences of the right of use resulting from paragraph 2.1.2 to end customers;

2.1.5 to use the Software in other products and to copy the Software or to allow Group companies, third parties with whom Siemens entered into agreements, or resellers to use and copy the Software;

2.1.6 to distribute, resell, lease and rent out the Software; to prepare it for download or to make it publicly available, e.g. within the framework of "Application Service Providing" or in other contexts, and to copy the Software to the necessary extent, but always provided that the number of licences used on each occasion does not exceed the number of licences purchased;

2.1.7 to grant sub-licences of the right of use resulting from paragraph 2.1.6 to Group companies, third parties with whom Siemens has entered into contracts and dealers.

2.2 In addition to what is stated in paragraph 2.1, Siemens, its Group companies and resellers are entitled to grant to end customers the right to transfer the Software.

2.3 All sub-licences granted by Siemens must have adequate protection of the Supplier's intellectual property rights pertaining to the software, with contractual terms equivalent to those that are in the protection of Siemens' own intellectual property rights.

2.4 The Supplier shall inform Siemens in good time, but never later than at the time of the order confirmation, of whether the delivery or service contains open source components. In this context, "open source components" means any software, hardware or other information provided with a royalty-free licence to the public with the right to modify and distribute (e.g. GNU General Public Licence [GPL], GNU Lesser GPL [LGPL] or MIT licence). In the event that supplies or services from the Supplier contain open source components, the Supplier shall comply with all terms and conditions attached to the current licence and grant all rights to Siemens and provide all the information that Siemens needs to comply with the terms of the current licence. In particular, the Supplier shall deliver the following to Siemens without delay, after the order has been confirmed:

- a list of all open source components used with the indication of the relevant licence, its version, and a copy of the entire licence text including a reference to copyright and/or copyright ownership. This list shall be structured in an understandable manner and have a table of contents.

- The full source code of the relevant open source software, including scripts and other required or otherwise requested information, in the event that the relevant open source terms so require.

2.5 The Supplier shall inform Siemens in good time, but never later than at the time of the order confirmation, of whether any open source licence used by the Supplier may be subject to Copyleft effect, which could affect Siemens products. In this context, "Copyleft effect" means that the open source licence contains conditions requiring that some Siemens products, as well as products derived from such product, may only be redeployed in accordance with the terms of the open source licence, e.g. only if the source code is published. In the event that any open source licence used by the Supplier would be subject to Copyleft effect, Siemens shall have the right to cancel the order free of charge within two weeks of Siemens receiving such information.

2.6 If the order entails or contains development, for example of a particular design or product, new processes, knowledge, or technical solution, Siemens shall have exclusive and unlimited rights to all intellectual property rights generated during the development work, as well as an exclusive right of use for all associated design and development results. These designs and development works may not be wholly or partly disseminated to third parties without Siemens' express written approval, nor may they be used by the Supplier for its own or other purposes.

### 3. Delivery time and delay penalty

3.1 The delivery time shall be the date on which delivery is received at the place specified by Siemens in accordance with Incoterms® 2020. For deliveries involving assembly and commissioning and for services (including rectification thereof), the agreed Delivery Time Point shall be deemed to be the date on which Siemens has approved the delivery in writing (Delivery Time).

3.2 In the event of a delay or a delay in delivery or performance (including rectification and replacement), Siemens shall be notified without delay. In order to maintain the promised time of delivery or performance, the Supplier shall take appropriate measures in good time (e.g. shift work, overtime) to avoid delay. The costs of such measures shall be borne by the Supplier.

3.3 If delivery or performance has not taken place within the agreed time, Siemens has the right to either cancel the order or demand fulfilment.

3.4 The Supplier may only deliver earlier than the agreed Delivery Time Point following Siemens' written approval.

3.5 If the Supplier exceeds the agreed Delivery Time, a penalty payment is imposed in an amount corresponding to 0.3% of the purchase price for each calendar day of delay. The penalty shall not exceed 10% of the total purchase price. The penalty payment shall be paid in addition to any other contractual or legal penalties for late delivery, which, like other conditions, can still be enforced by Siemens.

3.6 If the Parties have agreed on an extension of the delivery or the performance period, the penalty payment shall apply to the new Delivery Time Without the need for any special agreement thereof.

3.7 Penalty payment may apply regardless of whether Siemens accepts delivery, service, or performance with or without reservation for a penalty payment.

### 4. Supplier's deliveries and services

4.1 Unless otherwise stated in the order, delivery (including replacement delivery) shall take place DDP (Delivered Duty Paid) Incoterms® 2020 to a place specified by Siemens.

4.2 The Supplier undertakes to deliver to the extent (quantity) stated in the order. Partial deliveries are only granted if Siemens has approved this in writing in advance. Siemens reserves the right to return any excess quantities to the Supplier at the Supplier's expense and in the event that quantities are delivered, Siemens may require delivery of the ordered quantity. Upon request, the Supplier shall reimburse Siemens for any costs incurred in connection therewith.

4.3 The Supplier guarantees that the delivery or performance meets the requirements of the order and that the delivery or performance is appropriate, free from retention of ownership and defects in materials, design, and work. The Supplier further guarantees that the delivery or performance at the Delivery Time complies with the applicable law, regulations, and standards in the countries where the goods are manufactured or the service is performed, where they are to be delivered or carried out, and in Sweden. Siemens has the right to request rectification of such error or

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- return any faulty goods to the Supplier at the Supplier's expense. Siemens is entitled to compensation for additional costs or damage caused by Siemens as a result of such an error.
- 4.4 The Supplier guarantees that services will be provided with the utmost care through the use of competent and trained staff.
- 4.5 Goods and services provided by the Supplier shall be subject to Siemens quality insurance system in accordance with ISO 9001/ EN29001, for environmental management system ISO 14001 and for work environment ISO 45001. Siemens has the right to carry out quality control at the premises of the Supplier and its subcontractors.
- 5. Transition of risk and ownership**
- 5.1 For deliveries involving assembly, commissioning, and/or other services, the danger to the goods shall be transferred to Siemens once Siemens has approved the delivery in writing and for deliveries not involving assembly, commissioning, or other services, the hazard shall be transferred to Siemens in accordance with the conditions specified by Siemens in the Incoterms® 2020.
- 5.2 For goods, ownership shall be transferred to Siemens at the time when the goods have been received by Siemens at the specified reception point regardless of whether assembly, commissioning, or other services are included. For services, ownership shall be transferred to Siemens directly at the time of its provision.
- 6. Packing and delivery**
- 6.1 Unless otherwise agreed between the Parties, the costs of transport and packing shall be borne by the Supplier. The goods shall be packed in an appropriate manner adapted to the intended mode of transport. The gasket should protect against damage, contamination, and moisture both during transport and during storage. Environmentally friendly packaging materials should be used. Loss of, or damage to, goods due to defective packing must be borne by the Supplier. The same shall apply if the goods cause damage to a person or other property due to defective packaging.
- 6.2 In the event that Siemens is to bear the cost of the transport, the Supplier shall provide notice of readiness (NOR) together with the information set out below in section 6.3. If Siemens so requests, the Supplier shall use Siemens routing order tools. The transport shall be carried out at the lowest possible cost at any time, unless Siemens has requested a specific mode of delivery. All additional costs due to non-compliance with the transport requirements shall be borne by the Supplier. If the price is offered freely to the recipient, Siemens may determine the mode of transport.
- 6.3 Each delivery must follow a packing slip with details of the contents and the full order number in accordance with Siemens' requirements. Transport documents with the same information shall be sent immediately.
- 6.4 In the event that the Parties have agreed that the Supplier shall arrange for the transport for the supply of dangerous goods on behalf of Siemens, the Supplier shall undertake to send all necessary and legally required documentation for dangerous goods, to the freight forwarder specified by Siemens, when ordering the transport assignment. In this case, the Supplier is also responsible for ensuring that packing, labelling, etc. is in accordance with the applicable regulations for the current mode of transport.
- 6.5 In addition, the Supplier shall comply with the relevant legal requirements imposed on subsequent modes of transport where it differs from the initial transport. If such subsequent shipments are planned, Siemens shall inform thereof.
- 7. Invoices and Payment**
- 7.1 Unless otherwise agreed between the Parties, payment shall be made within 90 days net.
- 7.2 The order number and the number of each individual item or item must be entered on the invoice. If this information is missing or incomplete, the invoice shall not be deemed to be due for payment. Invoice copies must be labelled as copies.
- 7.3 The payment period shall begin as soon as a delivery or service has been completed and the correctly issued invoice has been received. Where, according to the order, the Supplier has a commitment to provide material testing, test protocols, quality control documents or other documentation, the delivery or service shall not be considered complete until the Supplier has delivered the documentation. Siemens has the right to withhold payment to a reasonable extent due to a lack of delivery or service performed;
- the payment period shall in this case begin after a complete correction of any deficiency.
- 7.4 Payment does not imply an admission that the corresponding supplies or services were provided in accordance with the contract (in particular with regard to quantity or quality). All Siemens' rights to complain shall therefore continue even after the deliveries or services in question have been paid.
- 7.5 Defaults require a payment request after the amount has expired.
- 8. Delivery test**
- 8.1 The Supplier shall check the delivery prior to dispatch for quantity and quality.
- 8.2 The delivery shall be checked by Siemens by sampling as soon as possible after receipt with regard to the type of delivery and the quantity and externally visible transport damage or other externally visible defects.
- 8.3 Siemens' obligation to inspect the goods during delivery and takeover and attendance at delivery tests shall not mean that Siemens has no right to claim deficiencies in delivery or performance at a later date. Siemens must report any deficiencies to the Supplier as soon as possible after detection; however, a notification of a defect must always be considered to have been received in a timely manner.
- 9. Warranty**
- 9.1 If defects are detected in the delivery, the Supplier shall promptly remedy the fault by repair or redelivery at no cost to Siemens. The choice of action is determined by Siemens in consultation with the Supplier. In the event that an error is detected in a service performed, the Supplier shall rectify the fault at no cost to Siemens. Correction of defects or defects shall take place at Siemens or its customers. The Supplier shall reimburse all Siemens costs and damages due to defects in the delivery or service.
- 9.2 The Supplier shall demonstrate that an error or defect arising from a delivery or service is not covered by the Supplier's warranty liability.
- 9.3 Siemens reserves the right to withhold payment in whole or in part until (i) the Supplier has fully fulfilled its obligation to remedy deficiencies and errors in accordance with the contract or (ii) the Parties have reached an agreement on alternative measures such as cancellation, price reduction, or damages.
- 9.4 From the time Siemens has notified a defect, the risk of the goods shall be transferred to the Supplier. The Supplier shall bear all costs incurred as a result of remedying the defect or redelivery, including the costs of decommissioning and reassembly - and restoration work required to remedy the defect in the goods, as well as other Siemens costs (including internal costs), expenses, and damages related to the complaint and correction of defects or deficiencies, regardless of whether the fault was attributable to the Supplier.
- 9.5 If the Supplier fails to carry out repair or provide redelivery within a reasonable period set by Siemens, Siemens may, independently or with the use of third parties, carry out repair or replacement at the Supplier's risk and expense or demand a reasonable price reduction. The same applies in the event that there is a security shortage or the situation is particularly urgent. If the defect is significant, Siemens may terminate the contract by written notice to the Supplier. Upon cancellation, Siemens is entitled to compensation for the damage suffered by Siemens.
- 9.6 The warranty period shall be 60 months from the delivery point, unless a longer warranty period is stipulated by law.
- 9.7 In the event that delivery takes place to a place other than where Siemens has its plant and where Siemens operates, the warranty period begins after delivery approval by the end customer, but under no circumstances any later than one year after the risk has been transferred to Siemens.
- 9.8 In the event that the Supplier has carried out redelivery or repair during the warranty period, the warranty period shall be restarted. In addition, the warranty period shall be extended in time by the corresponding period during which the delivery cannot be used to the full extent as a result of defects or deficiencies.
- 9.9 Siemens reserves the right to make additional legal claims.
- 9.10 Checks carried out by, or regulations and instructions provided by, Siemens or any other person acting on behalf of Siemens shall not restrict the right to warranty claims under the contract, in particular regarding defects or deficiencies. In the event that the Supplier does not consider controls, regulations, or instructions to be reasonable or has other

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reservations about them, the Supplier shall inform Siemens in writing without delay and make suggestions for improvements.

### 10. Liability for infringement of intellectual property rights

- 10.1 The Supplier warrants that no intellectual property rights in any way impede or restrict the use of the delivery.
- 10.2 Siemens shall notify the Supplier in the event that third parties infringe intellectual property rights and make claims against Siemens or Siemens' end customer. The Supplier shall indemnify Siemens for all costs (including attorney and legal costs) and claims by third parties in connection with intellectual property rights.
- 10.3 In addition, Siemens may request the Supplier, at its own expense and without delay, either (i) to obtain right of use from parties that own the intellectual property right or (ii) modify the parts of the supply or performance that infringe the intellectual property right or replace such parts with parts that do not infringe the intellectual property right in question.
- 10.4 Siemens reserves the right to make further legal claims in connection with this.
- 10.5 Siemens has the right to assert claims relating to rights or errors of advice for a period of ten years if no longer subject to applicable law.

### 11. Use of subcontractors

The Supplier is not entitled to transfer all or part of the delivery or performance to subcontractors without first obtaining Siemens' written approval. If the Supplier acts in breach of this provision, Siemens has the right to cancel the order in whole or in part and to claim compensation for damage incurred. Upon request, the Supplier shall provide Siemens with a list of all subcontractors engaged in connection with deliveries and services.

### 12. Provided material, information

- 12.1 The Supplier undertakes to examine components provided by Siemens or by the Supplier's subcontractors at the time of delivery. If a fault or defect is found during such inspection, the Supplier shall promptly inform the supplier/manufacturer of the component thereof. In the event that Siemens has provided the component, it shall be informed as described above.
- 12.2 Materials and information provided by Siemens remain the property of Siemens and shall be marked as Siemens property and kept separate from the Supplier's other property free of charge to Siemens. The material shall not be used for purposes other than Siemens' orders. The Supplier is responsible for materials provided by Siemens and shall reimburse Siemens for such depreciation or loss of value of the material that occurs in the Supplier's care. This also applies to the transfer/handover of allocated material.
- 12.3 Any processing or conversion of the material and/or of the information shall be carried out on behalf of Siemens. Siemens and the Supplier hereby agree that Siemens will immediately become the owner of the new product. In the event that there are legal obstacles to this, Siemens and the Supplier hereby agree that Siemens shall always be the owner of the new product during the processing or conversion process. The Supplier shall store the new product safely at its own expense.

### 13. Tools, patterns, samples, information, privacy, etc.

- 13.1 Tools, designs, samples, models, profiles, drawings, standard sheets, print layouts, templates/measuring tools and similar objects provided by Siemens or produced on behalf of Siemens (hereinafter referred to as "Siemens Materials") shall remain the property of Siemens and shall not be provided to third parties without Siemens' written consent, including any objects produced using thereof. They may also not be used for purposes other than those stated in the order. The Supplier shall protect Siemens Materials from unauthorised access and shall mark Siemens Materials as Siemens property. Any depreciation or loss of value of Siemens Materials shall be replaced by the Supplier, unless the depreciation or loss is due to normal wear and tear. Siemens may require the immediate return of Siemens Material to Siemens if the Supplier breaches its contractual obligations. The Supplier must return Siemens' material when the order is completed.
- 13.2 Siemens is not responsible for the content of information, data, drawings, specifications, and materials provided by Siemens to the Supplier in connection with the order (hereinafter referred to as "Information"). The Supplier shall check the Information to see if it is up-to-date and accurate and,

if not, or in the event of any conflicting information, the Supplier shall inform Siemens thereof in writing without delay and obtain further instructions on action. Incorrect Information shall not affect the Supplier's liability for its scope of deliveries and services.

- 13.3 The Supplier may not provide third parties with Siemens Information or any other information it receives about or from Siemens in connection with the execution of the delivery or service, unless such Information is publicly known or otherwise brought to the attention of third parties, and shall use the Information exclusively for the execution of the order. The confidentiality obligation arising from these terms and conditions shall apply even after the end of the contract period and for as long as shared information has not yet become legally known. The Supplier may only make Information available to employees who need the Information to perform their duties for the performance of the delivery or service to Siemens, and shall ensure that those employees undertake in writing to treat such Information with confidentiality. If Siemens agrees that the Supplier will outsource all or part of the delivery or performance to third parties, the Supplier shall ensure that third parties are required in writing to be required by the corresponding confidentiality obligation. The Supplier shall return, or destroy, all Siemens Information once the order is completed.

### 14. Product liability

- 14.1 If a third party makes claims against Siemens based on the applicable Product Liability Act in connection with the Supplier's deliveries, Siemens shall inform the Supplier thereof. The Supplier shall indemnify Siemens against all claims made by third parties and all costs (including in particular legal and legal costs) provided that such claims are caused by a defect in the Supplier's deliveries. The Supplier shall assist Siemens in the event of any dispute arising therefrom.
- 14.2 In addition, the Supplier shall reimburse Siemens for all costs caused by preventive measures that Siemens must take to prevent damage such as warnings and/or revocation of a faulty product or other similar measures. All risk assessment costs (in particular expert costs) and Siemens' internal administration and processing costs shall be borne by the Supplier, unless the Supplier itself provides acceptable evidence to Siemens.

### 15. Transfer of rights and obligations

The Supplier does not have the right to transfer to third parties the order or contract in its entirety, or to derive rights from this. The Supplier is only allowed to withhold payment set-off regarding any counterclaims against Siemens if this has been approved in writing by Siemens. Siemens has the right to transfer the order or contract or part thereof to a subsidiary or to another company in the same group as Siemens. Furthermore, Siemens has the right to transfer the entire order or contract or part thereof to a third party in the event of a sale or other transfer of Siemens' business or part thereof to a third party.

### 16. Siemens' right to stop or cancel the delivery/performance

- 16.1 In addition to the rights that may be asserted by law to terminate the contract, Siemens shall have the right to terminate the contract or part thereof if (a) the Supplier is delayed and, despite reminder thereof, the delay lasts for more than 2 weeks after the reminder, or (b) in the event where it cannot reasonably be expected of Siemens to fulfil its obligations under the contract in light of circumstances relating to the Supplier in the individual case and taking the interests of both parties into account. This applies in particular in the event that the Supplier's financial position deteriorates or in the event of a risk of such deterioration with the risk of completion of the Supplier's performance under the contract.
- 16.2 Should the Supplier suspend its payments, go bankrupt or enter into composition negotiations regarding the Supplier's assets, Siemens may terminate the contract in whole or in part or revoke the contract.
- 16.3 In the event that Siemens terminates the contract or order, regardless of the basis, Siemens may continue to use existing devices/aids, supplies, and services already delivered or executed by the Supplier in exchange for reasonable payment.

### 17. Code of Conduct and Supply Chain Security

- 17.1 The Supplier shall comply with the principles and requirements set out in the applicable "Code of Conduct for Siemens Suppliers" at any given time (hereinafter the "Code of Conduct"). The Code of Conduct applicable at the time of the entry of this agreement is stated in the order.
- 17.2 The Supplier shall instruct, and take the necessary measures in its operations, in particular with regard to the following areas of safety: area safety, packing, and transport, partners and personnel – in order to

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ensure supply chain security in accordance with the requirements of internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect products and services provided to Siemens or third parties designated by Siemens from unauthorised access and manipulation. The Supplier undertakes to use reliable personnel in such protection of products and services, as well as to impose corresponding security requirements vis-à-vis its subcontractors.

17.3 In addition to other rights and remedies Siemens may be entitled to, and unless the Supplier has remedied a deviation to the requirements set out under section 17.1 within a reasonable period specified by Siemens, Siemens may terminate the contract or order.

### 18. Cyber security

18.1 The Supplier shall take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity, and availability of the Supplier's Operations, as well as its products and services. These measures shall be in accordance with good business practice and industry practice, and shall include an adequate information security management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

18.2 "Supplier's Operations" refers to all assets, processes and systems (including information systems), data (including customer data), personnel, and establishments used or processed by the Supplier at any time in the performance of its contractual obligations.

18.3 In the case that products or services contain software, firmware, or chipsets:

18.3.1 The Supplier must apply adequate standards, processes, and methods to counter, identify, evaluate, and repair vulnerabilities, malware, and other security incidents in products and services in accordance with industry practices and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

18.3.2 The Supplier shall continuously support and provide services for the purpose of repairing, updating, upgrading, and maintaining products and services, including providing Siemens with patches to address vulnerabilities, during the reasonable expected lifetime of the product and service;

18.3.3 The Supplier shall provide Siemens with a list of materials contained in the product, which shall identify all software components developed by third parties. Software developed by third parties shall be of the latest version at the time of delivery;

18.3.4 The Supplier shall give Siemens the right and the possibility, if Siemens so wishes, to test or allow the product to be tested for malware and vulnerabilities at any time and to support Siemens in the performance of such testing;

18.3.5 The Supplier shall provide a contact person for all information regarding security-related issues (to be available during business hours);

18.4 The Supplier shall without delay notify Siemens of any relevant information regarding any security incidents or suspected vulnerabilities detected in the Supplier's Operations, Services, and Products, provided that Siemens will or is likely to be significantly affected by these.

18.5 The Supplier shall take appropriate measures within a reasonable time to ensure that its subcontractors are subject to obligations equivalent to those referred to in this paragraph 19.

18.6 At Siemens' request, the Supplier shall certify in writing its compliance with obligations imposed under this paragraph 19, including generally approved audit reports (e.g. SSAE-16 SOC 2 Type II).

### 19. Export controls

19.1 The Supplier shall comply with all the requirements of applicable export control, customs, and foreign trade laws and regulations (hereinafter "Foreign Trade Regulations") whereby the Supplier is responsible for obtaining all necessary export licences, unless it is the responsibility of Siemens or another party to apply for such export licence under the applicable Foreign Trade Regulations.

The Supplier shall inform Siemens in writing within two (2) weeks of the order received, and shall otherwise without delay, in the event of any changes, information and details required by Siemens to comply with all Foreign Trade Regulations applicable to exports and imports, including

any export in the resale of Siemens. The Supplier shall always provide Siemens with the following information, at a minimum

- All export control classification numbers, including export control classification number, ECCN according to the U.S. Commerce Control List; and
- applicable export control classification numbers according to the EU dual-use list; and
- combined nomenclature (statistical number, "HS" code) according to the EU customs tariff; and
- country of origin under the general non-preferential rules of origin; and
- at Siemens' request: information on preferential origin, i.e. supplier declarations for suppliers within the EU and certificates of origin for suppliers outside the EU.

### 20. Product-related Environmental Protection, Dangerous Goods, Health and Safety

20.1 In the event that the Supplier provides products for which product-related statutory requirements are to be applied for resale within the European Economic Area or other equivalent legislation relating to third countries specified by Siemens, it is the responsibility of the Supplier to ensure compliance with these provisions at the Time of Delivery. In addition, at Siemens' request, the Supplier shall immediately provide all necessary documentation and information to prove compliance with these provisions.

20.2 Should the delivery contain goods specified in the So-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances)) valid at the time of ordering or subject to mandatory statutory substance restrictions and/or information requirements (e.g. SCIP, REACH, RoHS), the Supplier shall declare such substances in the BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) web database, or through an approach reasonably required by Siemens, no later than in connection with delivery. The named declaration requirements must only be applied with regard to laws and regulations applicable in the country in which the Subcontractor is domiciled, Siemens is domiciled, or the country designated by Siemens as the final destination for the product.

20.3 If the deliverables include goods that are to be regarded as dangerous goods in accordance with international regulatory frameworks, the Subcontractor must notify Siemens of this in the manner agreed between the Subcontractor and Siemens, and this must be done no later than at the time of confirmation of the order. The terms of sections 6.4 and 6.5 shall remain in force.

20.4 The Supplier shall comply with all applicable safety and health regulations regarding its personnel. The Supplier shall ensure that adequate protection is in place for the health and safety of its staff. The same responsibility is the responsibility of the Supplier regarding the personnel of subcontractors.

### 21. Transfer

Siemens shall have the right to transfer the order without the Supplier's approval.

### 22. Reservation

Siemens' obligation to fulfil the order requires that the performance is not prevented by obstacles arising in national or international regulations regarding foreign trade, customs, embargoes, or other sanctions.

### 23. Mention as a reference customer

The Supplier may refer to Siemens as a reference customer or the products it manufactures on behalf of Siemens, provided that written approval from Siemens has been obtained prior to this.

### 24. Dispute resolution and applicable law

24.1 Should any dispute arise concerning this agreement, the parties will in the first instance seek to resolve the dispute by negotiation. If one party notifies the other party in writing about a failed attempt at negotiation, both parties must then immediately appoint an authoritative representative who has the authority to negotiate a settlement. The parties must notify one another that such a representative has been appointed and the authoritative representatives must thereafter attempt to settle the dispute

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amicably. If high-level representatives have not been appointed and/or it has not been possible to arrive at an amicable settlement within 30 days after the first high-level representative was appointed, or within the time agreed in writing between the Parties, either of the Parties may submit a written request for the dispute to be referred for mediation in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "Mediation Rules")

- 24.2 If the mediation does not lead to resolution of the dispute within the time stated in the Mediation Rules, the dispute must instead be resolved by arbitration under the Arbitration Institute of the Stockholm Chamber of Commerce (the Institute)
- 24.3 If the value of the subject of the dispute exceeds SEK 3,000,000, the Institute's Rules for Simplified Arbitration shall not apply. The dispute amount includes the petitioner's claim in the request for arbitration and any counterclaims in the respondent's reply to the request for arbitration. If the value of the subject of the dispute exceeds SEK 3,000,000, the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce will be applied, whereby the arbitration tribunal will consist of three arbitrators. The arbitration shall take place in Stockholm and be conducted in Swedish.
- 24.4 None of the aforementioned will entail any limitations for the parties to claim suspension or an interim decision by an appropriate court or arbitration tribunal.
- 24.5 If a disputed claim risks limitation due to an applicable limitation rule, the parties must agree that the limitation rule will not be applied during the period of the dispute resolution proceedings, as described above. The agreement must be concluded and documented in such a way that it is valid in accordance with Swedish law. If the parties do not succeed in reaching any such agreement in sufficient time to prevent limitation for the party whose claim risks being affected by the limitation rule, the arbitration proceedings will be initiated without being impeded by the aforementioned concerning negotiation and mediation.
- 24.6 For this agreement and disputes relating to this Agreement, Swedish law applies.