



## General Conditions of Purchase of Goods, Work and Services

### I General Provisions

#### 1. Scope

These General Conditions of Purchase shall apply to all requests for an offer made by Siemens Nederland N.V. or any other Siemens company using these General Conditions of Purchase (hereinafter jointly referred to as “Siemens”), offers submitted to Siemens, orders and instructions issued by Siemens (hereinafter jointly referred to as “order”) and agreements concluded with Siemens (hereinafter jointly referred to as “agreement”) concerning the supply of goods, the performance of work and/or the provision of services (hereinafter jointly referred to as “supply”) between Siemens and Siemens’ co-contracting party (hereinafter referred to as “the Supplier”). Any general terms and conditions used by the Supplier, by whatever name, shall not apply thereto and are expressly rejected by Siemens. Any deviations from or additions to these General Conditions of Purchase shall only be binding with Siemens’ express written agreement.

The Special Provisions set out in part II of these General Conditions of Purchase shall apply to the procurement of work and services and supplement the General Provisions set out in part I; in the event of inconsistency, the Special Provisions shall prevail over the General Provisions.

These General Conditions of Purchase have been filed both in Dutch and in an English translation; in the event of inconsistency or differences in meaning, the Dutch text shall prevail over the English text.

#### 2. Conclusion of the agreement

The Supplier shall not disclose the existence or the contents of any request for an offer from Siemens and may only use this to submit the offer. Offers from the Supplier to Siemens are irrevocable and binding for a minimum of two months following signature, unless the parties have agreed otherwise in writing.

The Supplier shall be obliged to notify Siemens immediately of (forthcoming) price reductions, even before an agreement has been concluded between them.

The costs associated with the submission of the offer and the costs of any necessary sketches/drawings/calculations/samples shall be at the Supplier’s expense.

Siemens shall not return any documentation and samples received from the Supplier in connection with the offer.

Siemens reserves the right to revoke its order if the Supplier has not confirmed this in writing by means of an order confirmation within two weeks of receipt thereof. If the order confirmation varies from the original order, Siemens shall only be bound thereby if it agrees to such variation in writing. The acceptance of the supply by Siemens as well as payments made by it to the Supplier do not constitute such agreement.

If the Supplier makes a start on the performance of the supply without having received a written order to that effect, the Supplier shall do so at its own expense and risk.

#### 3. Quality and performance of the supply

The Supplier declares and guarantees that the supply:

- is newly manufactured, contains only new parts and is free from defects in design, material and workmanship; is performed by professional personnel using all reasonable skill and care;
- complies exactly with the requirements of the agreement, the specifications listed by Siemens and the reasonable expectations of Siemens regarding the characteristics, quality and reliability of the supply;
- is suitable for the purpose for which the supply is intended by its very nature or which is evident from the order;
- complies with all applicable national and international legislation and regulations;
- complies with the customary norms and standards in the relevant branch of trade or industry;
- is of good quality and free from defects in the case of a supply of goods; and
- in accordance with the European directives and other legislation and regulations, complies with CE marking and the EC declaration of compliance for machinery / safety components or “manufacturer’s declaration of conformity”. The Supplier shall provide Siemens with the declaration of CE conformity.

If reference is made in the agreement to technical, safety, quality, environmental or other regulations and documents not attached to the agreement, the Supplier shall be deemed to have knowledge of these unless Siemens is informed to the contrary in writing at once. Siemens shall then provide the Supplier with further information on these regulations and documents.

The Supplier shall, at its own expense and risk, be responsible for obtaining in good time the necessary permissions, permits or licenses required for carrying out the agreement and for complying with the conditions stipulated therein.

The Supplier shall actively ensure that its products, packaging, and raw and ancillary materials have as little environmental impact as possible. Work which may have a negative impact on the environment, for example emissions into the air, water or soil, must be explicitly made known beforehand.

The Supplier shall have an implemented quality assurance system that complies with or is an equivalent to the standards of ISO 9000. Siemens is entitled to have quality audits performed by officers allocated for that purpose. The Supplier shall cooperate fully in this regard. The officers are obliged to keep confidential the data which comes to their knowledge in the execution of their duties, unless any statutory regulation obliges them to notification, or the necessity of notification ensues from their duties. The costs of performing quality audits shall be at the expense of Siemens.

#### **4. Contract variations; increase or decrease of the scope of supply**

Siemens shall be entitled to amend the contents and scope of the supply, even if this results in an increase or decrease in the scope of supply. If the Supplier is of the opinion that the amendment has an effect on the agreed price or delivery period, it shall inform Siemens of this immediately in writing, and in the event of additional work, issue a written quotation with regard to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the Supplier. Amendment of the price or delivery period shall be effected on the basis of the unit prices and rates set out in the agreement, or on the basis of reasonableness and the standards and assumptions on which the agreement is based.

The Supplier shall not perform additional work until it has received written instructions to that effect from Siemens. The lack of agreement on the amendment of price or delivery period shall not entitle the Supplier to postpone the performance of the amendment. Additional work the Supplier should have or could have anticipated, or which is considered to be the result of a shortcoming on the Supplier's part, shall not be considered additional work.

#### **5. Quality inspection**

Siemens shall have the right to arrange for inspection of the quality of the supply during or prior to the delivery thereof by staff appointed for this purpose, wherever the performance takes place. The Supplier shall cooperate fully in this regard. The Supplier shall not derive any rights from the results of an interim inspection.

If following the inspection Siemens concludes that the quality of the supply does not or according to its expectations will not comply with the agreement, Siemens shall give the Supplier a written notice of rejection. In this case the Supplier shall be obliged to take at short notice all measures which are necessary to comply with the agreement in full. If the Supplier fails to do so, Siemens shall be entitled, without prejudice to any other rights it may have, to itself take all measures which it deems necessary, including having the work performed by third parties at the Supplier's expense. In this case the Supplier shall provide Siemens and these third parties with all necessary cooperation. The costs of any second inspection shall be borne by the Supplier.

If the safety of people, protection of property or other urgent circumstances require this, Siemens shall be entitled to repair damage and defects immediately at the Supplier's expense, without prior notification thereof to the Supplier, unless the Supplier can demonstrate that it cannot be blamed for the damage and defects. Thereafter the Supplier shall be notified without delay by Siemens.

#### **6. Resources, ownership and right of retention**

Models, stamps, molds, templates, dies, calibers, drawings and the like procured or manufactured by the Supplier in aid of the supply, shall be deemed to have been made available to the Supplier by Siemens at the moment when these articles are delivered to the Supplier by a third party or have been manufactured by it. If Siemens makes items available or is considered to have made items available to the Supplier in aid of the supply, these shall remain or become the property of Siemens and the Supplier shall be obliged to hold these items, clearly marked as Siemens' property, and to make a declaration of ownership available to Siemens if requested to do so. Items created by accession, confusion or otherwise, shall become Siemens' property at the moment of their creation. The Supplier shall be deemed to have created the resulting items for Siemens and shall hold these new items as Siemens' property and make a declaration of ownership available to Siemens if requested to do so. The ownership of other items shall pass to Siemens at the moment of delivery.

The Supplier shall never be entitled to exercise a right of retention over items or documents which are in its possession by virtue of the agreement, and for this reason to refuse surrender thereof.

#### **7. Delivery dates**

The agreed delivery date(s) or period(s) shall be fixed and binding and shall apply to the entire delivery, including the relevant drawings or other documents pertaining thereto. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Supplier shall inform Siemens hereof without delay, and shall state the reason for this and the consequences thereof.

If the Supplier exceeds the agreed delivery date(s) or period(s), Siemens shall be entitled to impose an immediately due and payable penalty of 1% of the price of the supply, without prior notice of default to the Supplier, for each calendar week or part thereof by which the deadline is exceeded, up to a maximum of 10% of the price of the supply. Imposition, recovery or settlement of this penalty shall not affect Siemens' other rights under the agreement and/or the law, such as the right to performance, compensation and termination of the agreement.

## 8. Delivery

Goods shall be delivered "DAP" ("Delivered at Place", carriage paid), in accordance with the version of the Incoterms applicable at the time of the order, unless the parties have agreed otherwise in writing.

Partial deliveries shall not be permitted without the prior written consent of Siemens. In the case of delivery or hazardous or environmentally damaging goods the following shall apply: if the Supplier supplies products for which statutorily prescribed restrictions on substances and/or information requirements (e.g. REACH, RoHS) apply, the Supplier shall declare such materials at the latest on the first delivery date of the products in the BOMcheck online database ([www.BOMcheck.net](http://www.BOMcheck.net)) or in a reasonable format made available by Siemens. This shall apply exclusively in respect of statutory restrictions that are applicable at the Supplier's official place of establishment, at Siemens' official place of establishment or at the relevant place of delivery requested by Siemens.

## 9. Packaging and dispatch

The Supplier shall package the deliveries as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading. The Supplier shall ensure that the delivery arrives at the destination in good condition. Shipments on pallets shall take place on euro format pallets (so-called Europallets). Neutral packaging materials without printing are to be used as much as possible to encourage reuse of packaging materials. Packaging materials must be suitable for reuse or recycling. Special packaging that has to be returned to the Supplier must be marked as such. The packaging, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time).

The Supplier shall mark the shipment with Siemens' order and reference numbers and the number of packages, as well as with the correct details of the delivery address. The outside of the packages shall have a packing list attached with the contents of the shipment listed. Siemens may reject deliveries that do not comply with these requirements.

## 10. Transfer of risk

The risk for the goods shall remain with the Supplier until they arrive at the agreed place of delivery and have been accepted in writing by Siemens by a person duly authorized to do so, with his or her name stated.

## 11. Warranty

If within the warranty period the supply is found to be non-compliant with the stipulations in section 3 of these General Conditions of Purchase, the Supplier shall, at its own expense, replace, repair or re-execute the supply at Siemens' discretion when first requested to do so within two weeks, without this non-compliance affecting Siemens' other legal rights or remedies. If the Supplier defaults on its warranty obligations, Siemens shall be entitled to itself replace, repair or re-execute the supply at the Supplier's expense, with or without help from third parties. In that case, Siemens shall notify the Supplier in advance where possible. If the parties have not agreed a warranty period, the warranty period shall be 24 months after the date of supply or delivery. For goods which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are delivered, provided always that the warranty period ends no later than 30 months after the date of delivery of the goods. The warranty period shall be extended by the period during which the supply has not complied with the provisions of section 3 of these General Conditions of Purchase. A new warranty period identical to the original one shall apply to the replaced, repaired or re-executed parts of a supply.

## 12. Price, invoicing and payment

Unless the parties have agreed otherwise in writing, the agreed price shall be fixed and denominated in euros, exclusive of VAT and inclusive of all costs, charges and levies which are necessary in order to perform the supply, including, but not limited to, import duties, other levies, costs of transport, packaging, insurance and, where applicable, installation and assembly costs.

The Supplier shall submit invoices bearing the order number, as per the order issued, and itemized stating the item number(s). Siemens shall be entitled to suspend payment for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such. Siemens shall pay the invoice within 60 days after acceptance of the supply and after having been correctly invoiced, unless the Supplier is a creditor within the meaning of Article 6:119a(6) of the Dutch Civil Code, in which case the payment term shall be 30 days.

If the Supplier takes the view that it qualifies as a creditor in the aforementioned sense, it shall notify Siemens of this in writing and provide Siemens with all supporting information and documentation. Payment of an invoice shall not imply an acknowledgement that the supply complies with the provisions of section 3 of these General Conditions of Purchase and shall not imply a waiver of any right to query the performance of the supply. Siemens shall be entitled to offset the invoice amounts it owes against amounts which the Supplier owes Siemens. The Supplier shall not be entitled to offset any claim it has against Siemens against any amount it owes Siemens. Siemens may request a deposit or bank guarantee at the Supplier's expense before it effects payment or makes a full or partial payment in advance.

### 13. Liability

The Supplier shall be liable for all losses suffered by Siemens due to any failure attributable to the Supplier to comply with the agreement or any other obligation of the Supplier towards Siemens, or to do so properly or in time, or as a result of acts or omissions on the part of the Supplier, its staff or third parties it has engaged.

The Supplier shall be liable to Siemens for and indemnify Siemens against all third-party claims (including, but not limited to, compensation claims from Siemens' principal, Siemens' employees or other third parties, as well as penalties and/or punishments imposed on Siemens) which are related in any way to the performance of the agreement or any other obligation of the Supplier towards Siemens, or to acts or omissions on the part of the Supplier, its staff or third parties it has engaged.

The Supplier shall, with due observance of the provisions of the agreement, these General Conditions of Purchase and what is customary in the Supplier's industry, take out and maintain adequate insurance for at least the duration of the agreement in respect of its liability towards Siemens under the agreement and/or the law, and in respect of all risks arising from or relating to its business operations that can be insured on reasonable terms. When Siemens so requests, the Supplier shall submit an authenticated copy of the policy or policies and proof of premium payment, and provide Siemens with all information and other documentation which Siemens may request in this context.

If the Supplier breaches the applicable national or international legislation and regulations on competition during the formation or performance of the agreement, by taking part in a cartel or otherwise acting in contravention of competition law, the Supplier shall have to pay Siemens an immediately due and payable penalty of 15% of the price of the supply during the period in which the breach occurred. The foregoing shall not affect Siemens' other rights under the agreement and/or the law, such as the right to compensation of its losses insofar as these losses exceed the amount of the penalty.

### 14. Force majeure

In the event of temporary or permanent force majeure, the Supplier shall notify Siemens immediately in writing, stating the cause of the force majeure. In that case, Siemens shall be entitled:

- in the event of temporary force majeure, to grant the Supplier a postponement for the fulfilment of its obligations under the agreement by a reasonable period not exceeding four weeks. If after the end of this period the Supplier is still unable to fulfil its obligations under the agreement, Siemens shall be entitled to terminate the agreement with immediate effect out of court, without being obliged to compensate the Supplier for any losses or costs; or
- to terminate the agreement with immediate effect out of court, without being obliged to compensate the Supplier for any losses or costs.

Force majeure shall in any case not include: lack of staff, industrial action, sickness among staff, shortages of raw materials or parts, transport problems, shortcomings or non-fulfilment of obligations by suppliers of the Supplier, breakdowns in the Supplier's production process, liquidity or solvency problems on the Supplier's part or non-performance by third parties it has engaged.

### 15. Termination

Siemens shall have the right to completely or partially terminate the agreement with immediate effect by means of a written notice, without any demand or notice of default and without prejudicing its other legal rights and remedies, in the event that:

- the Supplier defaults on one or more of its obligations as contained in the agreement;
- the Supplier has petitioned for bankruptcy or has been declared bankrupt, has requested or been granted a (provisional) suspension of payment, has ceased or wound up its business, has had a substantial part of its assets attached, has amalgamated or split up its business or transferred its business to a third party, or must no longer be deemed capable of fulfilling its obligations under the agreement; or
- the supply is rejected after inspection or re-inspection.

In the event of termination of the agreement, the risk of goods or work already delivered shall remain with the Supplier. The goods or work shall then be at the Supplier's disposal and are to be collected or removed by the Supplier.

The Supplier shall refund any payments already made by Siemens in this respect immediately.

**16. Non-disclosure and information obligations**

The Supplier shall provide Siemens with all information pertaining to the supply insofar as it could be of importance to Siemens. The Supplier shall not disclose any information which it receives from Siemens in connection with the agreement, for example in the form of drawings, images, diagrams, drafts, calculations, work methods, descriptions, software or accompanying documentation. The above-mentioned information carriers may not be reproduced, copied, made available to third parties or published by the Supplier, or be used in any way other than for the performance of the supply. If no agreement has been concluded or if the agreement has been performed, the Supplier shall at the first request from Siemens return the information media and any copies thereof at once to Siemens.

The Supplier shall not reveal confidential information relating to the supply to its own employees not involved with the supply or to third parties, unless Siemens has agreed to this in writing beforehand. The Supplier shall not be entitled to use the Siemens name and/or logo in advertisements or other commercial publications without prior written permission from Siemens.

**17. Intellectual property rights; licenses**

If intellectual property rights apply to the supply or accompanying documentation, Siemens shall be entitled to the right of use thereof free of charge by means of a non-exclusive, worldwide and perpetual license. All intellectual property rights that result from the performance of the supply by the Supplier, its employees or third parties involved by the Supplier for performance of the agreement, shall already be transferred to Siemens by the Supplier at the moment at which they arise. Where this transfer in advance lacks legal effect, the Supplier shall be obliged to perform all (legal) acts necessary to effect the above-mentioned transfer when first requested to do so by Siemens. The Supplier shall not be entitled to make available the results of the supply in any way to third parties or to inform third parties thereof, without written permission from Siemens.

The Supplier hereby waives any moral rights due to it as referred to in the Copyright Act, including any paternity rights, insofar as the law permits this.

The Supplier declares and guarantees that the supply does not infringe any intellectual property rights of third parties. The Supplier shall be liable to Siemens for and indemnify Siemens against any (alleged) infringement claims by third parties in this regard and shall reimburse Siemens for any losses suffered as a result thereof.

**18. Cybersecurity**

The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the Supplier's operations, products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

In the context of this section, "the Supplier's operations" means all assets, processes and systems (including information systems), data (including Siemens' data), personnel and sites used or processed by the Supplier from time to time in the performance of the agreement.

Should products or services contain software, firmware, chipsets or integrated circuits:

- the Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g., OWASP standards;
- the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Siemens remedying vulnerabilities for the reasonable lifetime of the products and services;
- the Supplier shall provide Siemens with a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Siemens;
- the Supplier shall grant Siemens the right, but Siemens shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Siemens;
- the Supplier shall provide Siemens a contact for all information security related issues (available during business hours).

The Supplier shall promptly report to Siemens and the following Siemens Cybersecurity contact addresses all relevant information security incidents occurred or suspected and vulnerabilities discovered in the Supplier's operations, services and products, if and to the extent Siemens is or is likely to be materially affected.

(i) for security incidents: [cert@siemens.com](mailto:cert@siemens.com)

(ii) for security vulnerabilities: [svm.ct@siemens.com](mailto:svm.ct@siemens.com)

The Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.

When Siemens so requests, the Supplier shall provide written evidence of its compliance with the provisions of this section, including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

### 19. Open source software

The Supplier shall inform Siemens – at the latest at the time the order is confirmed – whether the products and services to be delivered contain open source components.

In the context of this section “open source components” means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License).

Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to Siemens and provide all information which Siemens needs in order to itself comply with the applicable license terms. In particular, the Supplier must deliver to Siemens promptly after the order is confirmed the following:

- a schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents;
- the complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

The Supplier shall, by the time of order confirmation at the latest, inform Siemens in writing whether any open source licenses used by the Supplier might be subject to a “copyleft effect” which could affect the products of Siemens. In the context of this section, “copyleft effect” means that the provisions of the open source license require that particular products of the Supplier, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by the Supplier are subject to a “copyleft effect” as defined above, then Siemens is entitled to cancel the order within two weeks of receipt of this information.

### 20. Code of Conduct for Suppliers, CO<sub>2</sub> emissions, Rules of Conduct for Suppliers

The Supplier must be familiar with Siemens’ “Code of Conduct for Suppliers” (which relates to subjects such as the Supplier’s responsibility for people and the environment, can be viewed on [www.siemens.com](http://www.siemens.com) and will be made available to the Supplier by Siemens on request). The Supplier declares and guarantees that its operations are carried out in compliance with the provisions of this code.

Immediately on Siemens’ request the Supplier shall submit a CO<sub>2</sub> emission inventory of its company. This inventory must be in accordance with the provisions of the ISO 14064-1 protocol or the GHG protocol. The CO<sub>2</sub> emission inventory must come with a verification statement from a verifying body that is accredited in accordance with ISO 14065 or by the Accreditation Council under the European emission trading scheme. This verification statement from a verifying body as a minimum must comply with the requirements as stipulated in ISO 14064-3 under ‘validation and verification statement’.

The Siemens “Behavioral instruction for contractors” apply in buildings and on premises belonging to Siemens. These rules relate to safety, the environment and working conditions there, can be viewed on [www.siemens.com](http://www.siemens.com) and will be made available to the Supplier by Siemens on request. The Supplier declares and guarantees that it will comply with the provisions of these rules.

### 21. Transfer of rights and obligations; subcontracting

The Supplier shall not subcontract the supply or parts thereof to third parties, nor transfer its rights and obligations arising from the agreement in whole or in part to third parties without prior written permission from Siemens.

### 22. Export control, customs, sanctions and international trade

For all products to be delivered and services to be provided to Siemens, the Supplier must comply with all applicable national and international legislation and regulations on export control, customs, embargoes, sanctions and international trade (hereinafter jointly referred to as “foreign trade regulations”). The Supplier declares and guarantees that none of the goods and services it will supply to Siemens involve goods or services that are prohibited under the applicable foreign trade regulations (including, but not limited to, EU Regulations 833/2014, 692/2014, 2022/263 and 765/2006, as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774) and import regulations enforced by U.S. Customs and Border Protection). Siemens shall have the right not to fulfil its obligations under the agreement if fulfilment is prevented by prohibitions or restrictions arising from or relating to the applicable foreign trade regulations. The Supplier shall obtain all necessary export licenses, unless Siemens or any party other than Supplier is required to apply for the export licenses pursuant to the applicable foreign trade regulations.

The Supplier must advise Siemens in writing as early as possible but not later than 8 weeks prior to the delivery date of any information and data required by Siemens to comply with all foreign trade regulations for the products and services applicable in the countries of export and import as well as re- export in case of resale. In particular, the Supplier shall provide Siemens for each product or service:

- the “Export Control Classification Number” according to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations;
- the applicable classification according to Regulation (EU) 2021/821 for the control of exports, brokering, technical assistance, transit and transfer of dual-use items;
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding;
- the country of origin (non-preferential origin);
- upon request of Siemens: supplier’s declarations for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) (hereinafter referred to as “export control and foreign trade data”).

In case of any alterations to the origin and/or characteristics of the products or services and/or to the applicable foreign trade regulations, the Supplier must update the export control and foreign trade data as early as possible but not later than 8 weeks prior to the delivery date. The Supplier shall be liable for any expenses and/or losses incurred by Siemens due to the lack of, inaccuracy of or incorrectness of said export control and foreign trade data.

### **23. Premature termination**

Siemens shall be entitled to terminate the agreement prematurely at any time by prior notice, in return for payment of that part of the supply that has been performed in accordance with the agreement, along with all demonstrable additional costs that the Supplier has had to incur as a result of the termination.

### **24. Applicable law, disputes**

Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern these General Conditions of Purchase and the agreement. The competent court in The Hague shall have sole jurisdiction over all disputes between Siemens and the Supplier.

## II Special Provisions on the Procurement of Work and Services

### 1. Obligation to warn

The Supplier shall warn Siemens in writing without delay if it detects errors, omissions, contradictions or lack of clarity in the order, including the specifications, drawings, calculations, plans and performance conditions of Siemens or its principal.

### 2. Subcontracting, health and safety plan

If the Supplier performs the agreement on a subcontracted basis, it shall not submit (price) quotations direct to Siemens' principal for amendments to the work which this principal has instructed Siemens to perform.

Any advice and comments by Siemens, regardless of their nature, shall not release the Supplier from its responsibility for drawing up a complete and correct health and safety plan, including all corresponding annexes, in accordance with Siemens' requirements and the applicable laws and regulations. Siemens shall not be liable for losses resulting from failure to comply with these requirements and/or the applicable laws and regulations. The Supplier shall be liable to Siemens for and indemnify Siemens against all claims from third parties for compensation of losses and costs incurred in the execution of the work, which must be understood to include losses and costs incurred because the health and safety plan, including all corresponding annexes, does not comply with Siemens' requirements or the applicable laws and regulations. Third parties are also understood to include the employees of the Supplier and (employees of) parties engaged by the Supplier.

### 3. Supervision and quality of employees

The Supplier shall be responsible for the day-to-day management and the supervision of the performance of the work. The Supplier guarantees that for this purpose it will deploy employees who are sufficiently qualified also in terms of training, certification, expertise and experience. The Supplier shall not replace these employees without prior written permission from Siemens, which shall not be withheld without good reason.

The Supplier shall replace one or more of its employees immediately if Siemens requests this of the Supplier on reasonable grounds, for example in the opinion of Siemens the relevant employees are not suited to their task or are acting in conflict with the obligations of the agreement.

Without prejudice to the provisions of section 11 of these Special Provisions, the Supplier declares and guarantees that it complies with all the applicable laws and regulations in respect of all the employees present on the work site and that none of these employees appear on any national or international sanctions list (including, but not limited to, the EU Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.) and the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC)). Siemens reserves the right to carry out checks in this regard. The Supplier must send Siemens, instantaneous, a written list of all employees who have been or will be deployed on site by the Supplier or by a third party engaged by it, in connection with the performance of the supply, including their last name, first names, address and place of residence, date and place of birth and Citizen Service Number, as well as, for all these employees, a copy of a document as referred to in Article 1 of the Compulsory Identification Act.

### 4. Borrowing manpower

The Supplier shall not, without prior written permission from Siemens, make use of (borrowed) manpower put at its disposal. When deploying temporary manpower the Supplier must, at Siemens' request, demonstrate in writing that their identity has been established in accordance with the legal provisions, the required permits have been issued for the performance of the work, the training details have been checked and the requisite confidentiality declarations have been signed.

### 5. Working hours, rules of conduct, working conditions, safety and environment

Work in buildings and on premises of Siemens or its principal shall be carried out during the working hours prevailing there at that time. The Supplier shall be responsible for the working conditions and safety on site. The Supplier must comply with all applicable government regulations and locally applicable regulations concerning working conditions, safety and the environment, including the Siemens "Rules of Conduct for Suppliers".

### 6. Working conditions (health and safety)

The Supplier must comply with all the legislation and regulations on health and safety and do its utmost to:

- minimize, and if possible eliminate, dangers to the health and safety of the staff employed by the Supplier or its direct subcontractors (hereinafter referred to as "Staff") in the performance of the supply;
- ensure that nobody who is present on the work site, including the Staff, Siemens staff and visitors, incurs any physical or mental injury.

Before the start of the supply, the Supplier must provide Siemens with a risk analysis in writing, which:

- analyzes all potential dangers to the health and safety of the Staff and Siemens staff ensuing from the supply;
- determines measures to minimize, and if possible eliminate, such dangers.

The Supplier shall ensure that the Staff:

- is competent to perform the supply on the grounds of training and/or experience (and the Supplier shall submit written evidence of such experience and training to Siemens when the latter so requests);
- takes part in work-site-specific training organized by Siemens and receives suitable personal protective equipment from the Supplier before starting to perform the supply on the work site; and that
- the personal protective equipment is used in the proper manner and that such equipment is always in good working order.

Siemens reserves the right to, as it sees fit, deny Staff access to the work site and/or suspend the performance of the supply on health or safety grounds, without Siemens being liable for any resulting losses or costs on the Supplier's part. The Supplier shall designate as its representative for health, safety and the environment (hereinafter referred to as "the Supplier's EHS representative") a person competent for this purpose and shall ensure that the Supplier's EHS representative takes part in the safety meeting, which Siemens periodically organizes.

The Supplier shall check regularly if statutory and contractual health and safety provisions are complied with by doing safety rounds on the work site where the Supplier's supply is performed. The Supplier shall invite Siemens to take part well in advance of the safety round. If the Supplier discovers non-compliance with health and safety provisions, it shall effect compliance expeditiously and notify Siemens of the findings and status of corrective measures.

At Siemens' request the Supplier shall give immediate access to all documents regarding health and safety relating to the performance of the Supplier's supply.

If an incident occurs related to the performance of the Supplier's supply, resulting in:

- the death of a person;
- a serious injury to a person;
- an injury that makes a person unfit for work for one or more days;
- more than three workers having to go to hospital;
- the Supplier becoming aware of an event or circumstance in relation to the performance of the Supplier's supply which could cause an event as stated above, the Supplier must notify Siemens of this immediately.

In these cases the Supplier must expeditiously do the following:

- perform a root cause analysis of the incident;
- take suitable measures to rule out similar incidents in future;
- set terms for implementing the measures;
- provide Siemens with a written, sufficiently detailed report on the root cause, the measures to be taken and the terms set for these measures.

The Supplier must cooperate in any additional investigation by Siemens.

If Siemens has drawn up a document regarding the environment, health and safety for the work site (hereinafter referred to as "EHS Plan"), Siemens shall forward a copy of the EHS Plan to the Supplier. The Supplier shall confirm the receipt of the EHS Plan in writing and observe the provisions stated herein. The same applies to updates of the EHS Plan, which Siemens may implement as it sees fit. The Supplier shall ensure that its direct and indirect subcontractors, hired for the performance of the supply, observe the EHS Plan and its updates.

Without prejudice to any other rights to which Siemens is entitled, Siemens may, if the Supplier substantially or repeatedly fails to comply with the statutory or contractual health and safety provisions, including the provisions of this section and the provisions of the EHS Plan, terminate the agreement without being liable in any way towards the Supplier. The Supplier shall, with the exclusion of any other claim, including claims for loss of profit and/or loss of overhead costs coverage, be entitled to compensation for all the work executed correctly in accordance with the agreement prior to the termination, based on the prices and rates stated in the agreement.

## 7. Foreign Nationals (Employment) Act

The Supplier must comply with the latest version of all applicable legislation and regulations (including, but not limited to, the Foreign Nationals (Employment) Act). The Supplier must also abide by all guidelines, rules on accident prevention and other provisions that apply for the project location.

The Supplier shall ensure that the requisite residence and work permits and other prescribed permits for its staff working on site are available. These shall also include, where applicable, valid work permits under the Foreign Nationals (Employment) Act.

The Supplier shall be liable to Siemens for and indemnify Siemens against all possible losses (expressly also including penalties under private or public law) that result from or relate to infringement of the provisions of the Foreign Nationals (Employment) Act and equivalent legislation and regulations, regardless of whether this infringement was committed by the Supplier or by a third party in a chain of parties of which the Supplier forms part, for whom the Supplier is liable under the agreement and/or the law, or in respect of whom the Supplier could have been expected to exercise supervision.

The Supplier shall guarantee to Siemens in particular that the Supplier and the parties for whom it is liable under the agreement and/or the law, or over whom it should have exercised supervision, comply with all (registration) obligations for foreign employees, as laid down inter alia in the Foreign Nationals (Employment) Act, in respect of its own staff as well as the subcontractor(s) engaged. If any penalties are imposed on Siemens – for example penalties under the Foreign Nationals (Employment) Act – because of unlawful acts or omission by the Supplier, Siemens shall be entitled to recover these penalties from the Supplier.

Siemens or a third party appointed by it shall be entitled to audit compliance with the Foreign Nationals (Employment) Act. The Supplier shall cooperate fully in any check or audit. The Supplier shall also stipulate the right of auditing of third parties involved by it.

#### 8. Progress of the work

The Supplier shall hand over to Siemens on request its program relating to the scheduling and staff deployment for the work and notify Siemens as often and in the manner required by Siemens about the progress thereof. If the progress of the work is, in the opinion of Siemens, delayed such that it will not be completed on time, Siemens shall notify the Supplier of this in writing. In this case the Supplier shall be obliged to take all action, within two weeks, which in the opinion of Siemens is necessary to catch up with the backlog in the short term, including the deployment of extra personnel or equipment. Failing this, Siemens shall be entitled, without prejudice to any other rights it may have, to itself take all measures which it deems necessary, including having the work performed by third parties at the Supplier's expense. In this case the Supplier shall provide Siemens and these third parties with all cooperation requested.

#### 9. Suspension of activities

Siemens shall at all times be entitled to suspend the performance of the work until further notice. In this case the completion time shall be extended by the duration of the suspension and Siemens shall reimburse the Supplier all expenses reasonably arising from the suspension, on the understanding that the Supplier must take all reasonable measures to limit these costs as much as possible.

#### 10. Completion, acceptance and delivery

When the Supplier has in its opinion completed the agreed work, it shall notify Siemens of this in writing.

Unless stipulated otherwise in the agreement, the work shall be regarded as accepted and thereby delivered if Siemens has accepted this in writing or if, after prior written notice of default, it does not give notice in good time of either acceptance or rejection of the work. Minor defects which do not impede use shall not be a reason for rejection, without prejudice to the Supplier's obligation to rectify these defects as quickly as possible.

#### 11. Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act

The Supplier shall comply with all obligations arising from the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act. The Supplier shall keep records such that the actual wage costs can be established for each project.

These wage costs shall be specified on the invoice. Siemens shall be entitled to pay a portion of the price in cases it shall determine, either via a frozen account, or direct into a special account of the Tax Office.

This portion shall relate to the sum for which Siemens in its estimation is jointly and severally liable under the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act or other laws or regulations.

When Siemens so requests, the Supplier shall provide Siemens, within 30 days, with an original declaration of payment conduct from the Tax Office concerning the payment of social security contributions and wage tax for all personnel engaged in connection with the agreement, which may not be older than three months. The Supplier shall also, after a request to this effect by Siemens, provide Siemens, within 60 days of the end of each quarter, with a declaration, drawn up and signed by a chartered accountant, in which the latter states that during the previous period all obligations arising from or by virtue of the tax and social security legislation have been complied with. The costs of these declarations shall be borne by the Supplier.

The Supplier shall be liable to Siemens for and indemnify Siemens against any claim by the Tax Office or any other third party in respect of taxes and social security contributions owed in relation to all persons engaged in connection with the agreement.

#### 12. Software related services

Should the Supplier develop or convert software for Siemens:

- the Supplier shall provide Siemens with all related documentation, the source and object codes;
- at Siemens' request, the Supplier shall provide support in the implementation of the application of the developed/converted software and shall maintain it. Insofar as such support and maintenance services do not fall under the agreed scope of the agreement, Siemens and the Supplier shall agree on reasonable remuneration;

- the Supplier shall comply with safe, state-of-the-art software development methods, including secure coding standards such as, e.g. OWASP standards;
- Siemens shall have the right to yearly audit or have audited the Supplier's compliance with the provisions of this section 3 and section 18 of the General Provisions at the Supplier's relevant site(s) without cause and, in addition, if Siemens has a justified suspicion that the Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.